

Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719

**THOMAS E. SEARS, INC.**

INSURANCE • REINSURANCE

TELEPHONE 617 424-1800  
TELEX NUMBER 94-0635JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116Insurance Cover Note — No. : SD901A(L)/URA0076  
Renewal Of: SD8021(L)/UQA0067

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$28,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$28,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$28,000,000 as indicated above but only to pay the excess of:

1. \$28,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8014 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1984 TO: April 1, 1985  
Both Days 12:01 A.M. Standard Time  
PREMIUM: \$235,000 (For 100% of Cover)  
\$ 71,334 (For 30.3571% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158507

**ENDORSEMENT**

Endorsement No. 2  
April 1, 1984

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that 18.92074 of 30.35710 % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

**SD9018(L)/URA0076**

Attached to and forming part of ..... of the  
**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**  
**BY:**

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 158508**

**MONSANTO COMPANY, ET AL**

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1984

**FOLLOWING FORM RIDER**

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of SD9018(L)/URA0076 of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158509**

**THOMAS E. SEARS, INC.**  
**INSURANCE • REINSURANCE**

TELEPHONE 317 424-6000  
TELEX NUMBER 34-3635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note — No. : SD9019(C)/URA0076  
Renewal Of: SD8021(C)/UQA0067

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED:

Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$28,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$28,000,000 as indicated above but only to pay the excess of:

1. \$20,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM:

April 1, 1984

TO:

April 1, 1985

Both Days 12:01 A.M. Standard Time

\$235,000 (For 100% of Cover)

\$ 71,339 (For 30.3571%)

Subject to the conditions on the reverse side of this document and further subject to the following (if any, attached hereto):

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 1984

THOMAS E. SEARS, INC.

By

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 158510**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158511

## ENDORSEMENT

Endorsement No. **2**  
**April 1, 1984**

INSURED:

**MONSANTO COMPANY, ET AL**  
**81.0793% of 30.3571%**

It is understood and agreed that ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>		<u>PROPORTION</u>
Ancon Insurance Company (UK) Ltd.		6.5811%
Compagnie d'Assurances Maritimes Aeriennes & Terrestres, Societe Anonyme		3.2906%
Guardian Royal Exchange Assurance, Ltd.		3.2906%
Sumitomo Marine & Fire Insurance Company, Ltd.		1.6452%
The Bermuda Fire & Marine Insurance Co., Ltd.	66.6667%	9.8717%
Brittany Insurance Limited	33.3333%	
Walbrook Insurance Company, Ltd.	40.9788%	
El Paso Insurance Company, Ltd.	13.3255%	
Dart and Kraft Insurance Company, Ltd.	25.9434%	27.9039%
Louisville Insurance Company, Ltd.	11.7924%	
udate Insurance Company, Ltd.	7.9599%	
Mutual Reinsurance Company, Ltd.	67.1053%	
Compagnie Europeenne d'Assurances Industrielles S.A.	32.8947%	5.0016%
Zurich International Ltd.		23.4946%
		<b>81.0793%</b>

U. S. FEDERAL EXCISE TAX \$ **1,094.78**  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1983, or any amendments thereto.

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of **SD9018(C)/URA0076** of the

## VARIOUS COMPANIES

**THOMAS E. SEARS, INC.**

BY:

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

**MONS 158512**

MONSANTO COMPANY, ET AL

ENDORSEMENT

Endorsement No. 1  
April 1, 1984

FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy - or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of SD9018(C)/URA0076 of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS F. SEARS, INC.  
BY: .....

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158513

J (A) (FORM)



ORIGINAL

## Lloyd's Policy

**Whereas** the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called "the Underwriters"),

**Now We the Underwriters** hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**Now know Ye** that we the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

**In Witness** whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE.

GENERAL MANAGER.

For Embossment by  
Lloyd's Policy  
Signing Office

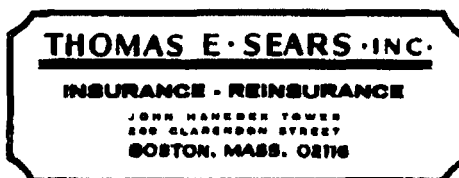
MONS 158514

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The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:



**MONS 158515**

## SCHEDULE

Policy No.	551	URA0076
Name and Address of the <del>Insured</del> /Assured	Monsanto Company and Others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard, St.Louis, Missouri 63167.	
Premium	U.S.\$13,498.03	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder	As per wording attached hereto which shall be taken and read as forming an integral part hereof.	
HERETO: 18.9207% part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.		

DATED in LONDON 19th May, 1986

BJMB/pw

EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof

~~and/or individuals associated with the Named Assured or with any company or firm in which the Named Assured has a financial interest or in which the Named Assured is an officer, director, stockholder, partner or employee of the Named Assured.~~  
(Hereinafter called the "Named Assured").

INSURING AGREEMENTS:

I. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability:-

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbrella Insurers").

II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

\$ (as stated in Item 3  
of the Declarations)

ultimate net loss in respect of each  
occurrence, but

\$ (as stated in Item 4  
of the Declarations)

In the aggregate for each annual  
period during the currency of this  
Policy, separately in respect of  
Products Liability and in respect of  
Personal Injury (fatal or non-fatal)  
by Occupational Disease sustained  
by any employees of the Assured and  
~~in respect of any other hazards covered by the~~  
~~Underlying Umbrella Policies~~  
~~Underlying Umbrella Policies~~

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5  
of the Declarations)

ultimate net loss in all in respect of  
each occurrence - subject to a limit  
of

\$ (as stated in Item 6  
of the Declarations)

In the aggregate for each annual  
period during the currency of this  
Policy, separately in respect of  
Products Liability and in respect of  
Personal Injury (fatal or non-fatal)  
by Occupational Disease sustained  
by any employees of the Assured and  
~~in respect of any other business subject~~  
~~not aggregate limit in the underlying~~  
~~umbrella policies.~~

#### CONDITIONS:

##### 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

##### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

##### 3. CANCELLATION -

sixty (60)

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than ~~thirty (30)~~ days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been

in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0076

DECLARATIONS:

- ITEM 1. (a) Named Assured:- Monsanto Company and others as more fully defined in the Underlying Umbrella Policy(ies) identified in Item 2 below.  
(b) Address of Named Assured:-  
800 North Lindbergh Boulevard,  
St. Louis, Missouri 63167.
- ITEM 2. (a) Underlying Umbrella Policies:-  
551/UQA0065 and 551/UQA0066.  
(b) Underlying Umbrella Insurers:-  
Certain Underwriters at Lloyd's, London  
and various Insurance Companies.
- ITEM 3. Underlying Umbrella Limits  
(Insuring Agreement II):- \$ 20,000,000
- ITEM 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement II):- \$ 20,000,000
- ITEM 5. Limit of Liability  
(Insuring Agreement II):- \$ 28,000,000
- ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement II):- \$ 28,000,000
- ITEM 7. Policy Period:- 1st April, 1984 to 1st April, 1985  
both days at 12.01 a.m. Standard Time.
- ITEM 8. Notice of Occurrence (Condition 4) to:-  
Thomas E. Sears, Inc.,  
John Hancock Tower, 47th Floor,  
200 Clarendon Street, Boston, Massachusetts 02116.
- ITEM 9. Service of Process (Condition 6) upon:-  
Peterson, Ross, Schloerb & Seidel,  
Suite 7300, 200 East Randolph Drive,  
Chicago, Illinois 60601.

Attaching to and forming part of Policy No. 551/URA0076

ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause - Liability - Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause - Liability - Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

211085AGC  
dhw16/211

MONS 158521

Attaching to and forming part of Policy No.551/URA0076

ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

**JOINT VENTURE CLAUSE**

(THIRD PARTY LIABILITY)

(Approved by Lloyd's Underwriters' Non-Marine Association)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

12/1/79

N.M.A. 1687

**All other terms and conditions remain unchanged.**

211085AGC  
dhw16/212

**MONS 158522**

Attaching to and forming part of Policy No. 551/URA0076

ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC  
dhw16/213

MONS 158523

Attaching to and forming part of Policy No. 551/URA0076

ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC  
dhw16/214

MONS 158524

Attaching to and forming part of Policy No. 551/URA0076

ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC  
dhw16/215

MONS 158525



**NMA LINES CLAUSE**

For attachment to Insurances where Lloyd's Underwriters' subscription is less than 100%

\* 18.9207% of U.S.\$8,500,000

THIS INSURANCE, being signed for .....%, insures ONLY ITS PRO RATA PROPORTION of

- i) any loss as more fully specified herein, whether total or partial, and
- ii) associated costs, if any, as more fully specified herein.

The percentages signed in the Table are percentages of/the amount(s) of Insurance stated herein.

U.S.\$8,500,000

N.M.A. 1992 Form approved by Lloyd's Underwriters' Non-Marine Association. Printed by The Carlton Barrs Co. Ltd

**MONS 158527**

Definitive Numbers of the Syndicates and Amount, Percentage or Proportion of the  
Total Sum Insured hereunder shared between the Members of these Syndicates.

FOR LPSO USE ONLY	BROKER	LPSO NO. & DATE	
1493	551	62724 27	7/84
AMOUNT PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF	PAGE
PERCENT			1
12.7509	989	428MBOL5061E	
1.2340	279	428MBOL5061E	
2.4679	650	428MBOL5061E	
2.4679	918	LH2HX06A4091	
THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1984/ 7			
TOTAL LINE	NO OF LINES	FOR LPSO USE ONLY	
18.9207	4	US01	2836

MONS 158528

# Lloyd's Policy

551/URA0076



Lloyd's, London

**MONS 158529**

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# ORIGINAL

## Companies Collective Policy

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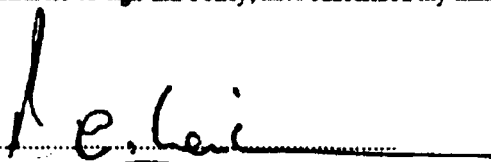

**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree**, each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

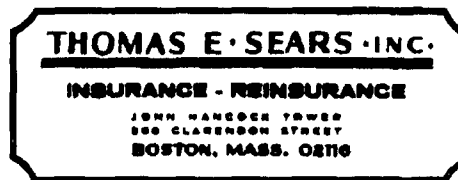
If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed: \_\_\_\_\_

  
 11.9.36.

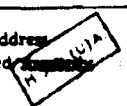
MANAGING DIRECTOR  
H. S. WEAVERS (UNDERWRITING) AGENCIES LTD.



MONS 158531

## SCHEDULE

(U)A.

Policy No.	551	URAO076
Name and Address of the Insured	 Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S. \$25,822.29	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:	<p>Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> <p>U.S.\$ 28,000,000 any one occurrence</p> <p>U.S.\$ 28,000,000 in the aggregate annually in respect of Products Liability</p> <p>U.S.\$ 28,000,000 in the aggregate annually in respect of Occupational Disease</p> <p><u>Only to pay the excess of:</u></p> <p>U.S.\$ 20,000,000 any one occurrence</p> <p>U.S.\$ 20,000,000 in the aggregate annually in respect of Products Liability</p> <p>U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease.</p> <p>HERETO: 36.1961% part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.</p>	

Dated in London 19th May, 1986

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions and limitations as are contained in Policy No. 551/URAO076 issued by Lloyd's Underwriters covering the identical subject matter and risk

MONS 158532

POLICY NO. URA0076

Percentages signed hereunder are percentages of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.

Proportion	Company	Company Reference
27.9039%	40.9788% WALBROOK INSURANCE COMPANY LIMITED	
	13.3255% EL PASO INSURANCE COMPANY LIMITED	
	25.9434% DART AND KRAFT INSURANCE COMPANY LIMITED	
	11.7924% LOUISVILLE INSURANCE COMPANY LIMITED	
	7.9599% LUDGATE INSURANCE COMPANY LIMITED	
	PER H S WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45686
5.0016%	67.1053% MUTUAL REINSURANCE COMPANY LIMITED	
	32.8947% COMPAGNIE EUROPEENNE D'ASSURANCES INDUSTRIELLES S.A.	
	PER H.S. WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45686
3.2906%	GUARDIAN ROYAL EXCHANGE ASSURANCE P.L.C.	82411059
----- 36.1961% -----		

MONS 158533

(U)A

U.S.A.

**4% TAX CLAUSE**

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

**MONS 158534**

## Companies Collective Policy

551/URA0076

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

**MONS 158535**

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# ORIGINAL

## PSAC Policy

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**In consideration** of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

**The Insurers hereby severally agree** each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

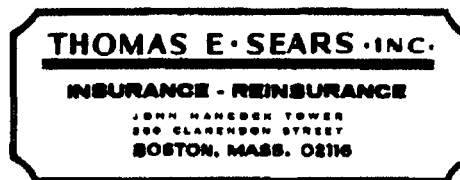
If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed:.....  
*Policy Signing Manager*


Policy Department  
Seal

Date as in the Schedule.



**MONS 158537**

## SCHEDULE

Policy No.	551	URAO076
Name and Address of the Insured	 Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$7,042.47	
Period of Insurance From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.		
Risk and Sum Insured hereunder:  Excess Broad Form Liability Insurance.  <u>Limits:</u> U.S.\$ 28,000,000 any one occurrence U.S.\$ 28,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 28,000,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u> U.S.\$ 20,000,000 any one occurrence U.S.\$ 20,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease.		
HERETO:	9.8717%	part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.

Dated in London 19th May, 1986

BJM/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URAO076 issued by Lloyd's Underwriters covering the identical subject matter and risk.

MONS 158538

## Proportion

**Company  
Reference**

ANCON INSURANCE COMPANY (UK) LIMITED  
PER TRINITY SQUARE SERVICES LIMITED  
COMPAGNIE D'ASSURANCES MARITIMES  
AERIENNES ET TERRESTRES  
PER CAMOMILE UNDERWRITING AGENCIES  
LIMITED

84AL02522C  
39756K 1F  
84UB10931

C8018

**9.8717%**

MONS 158539

# PSAC Policy

551/URA0076

8407250004891

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner herein-after provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

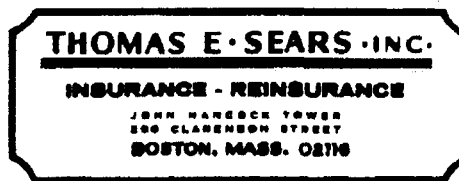
**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

 ATTACHED

Signed .....

Combined Pol. (S.F.B.)

MONS 158541



**MONS 158542**

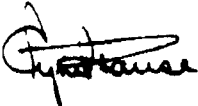

## SCHEDULE

Policy No.	551	URAO076
Name and Address of the Insured/ <del>Assured</del>	Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S. \$7,042.47	
Period of Insurance	<p>From 1st April, 1984 to 1st April, 1985</p> <p>both days at 12.01 a.m. Standard Time</p> <p>and for such further period or periods as may be mutually agreed upon.</p>	
<p>Risk and Sum Insured hereunder:</p> <p><b>Excess Broad Form Liability Insurance.</b></p> <p><u>Limits:</u></p> <p>U.S.\$ 28,000,000 any one occurrence</p> <p>U.S.\$ 28,000,000 in the aggregate annually in respect of Products Liability</p> <p>U.S.\$ 28,000,000 in the aggregate annually in respect of Occupational Disease</p> <p><u>Only to pay the excess of:</u></p> <p>U.S.\$ 20,000,000 any one occurrence</p> <p>U.S.\$ 20,000,000 in the aggregate annually in respect of Products Liability</p> <p>U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease.</p>		
HERETO:	9.8717X	part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URAO076 issued by Lloyd's Underwriters covering the identical subject matter and risk.

MONS 158543

POLICY NO. URA0076		
Proportion	Company	Company Reference
9.8717%	66.2/3 THE BERMUDA FIRE & MARINE INSURANCE COMPANY LIMITED. 33 1/3% BRITTANY INSURANCE COMPANY LIMITED Per BERMUDA LONDON UNDERWRITING AGENCY LIMITED	84-CAS-4153H
9.8717%	 2286. 	

MONS 158544

U.S.A.

**4% TAX CLAUSE**

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

**MONS 158545**

# **Companies Combined Policy**

**551/UBA0076**

**The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.**

**In all communications the Policy Number appearing in line one of the Schedule should be quoted.**

**MONS 158546**

**L1 029 Rev 10/82**

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have heretofore subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorized by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed

*E. H. Nelson 12.1.86*

ZURICH INTERNATIONAL LTD.

Combined Pol. (S.F.B.)

MONS 158547



**MONS 158548**

## SCHEDULE

Policy No.	551	URA0076
Name and Address of the Insured:	Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$16,761.05	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:  <p style="text-align: center;">Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> U.S.\$ 28,000,000 any one occurrence U.S.\$ 28,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 28,000,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u> U.S.\$ 20,000,000 any one occurrence U.S.\$ 20,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease.		
HERETO: 23.49462	part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.	

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0076 issued by Lloyd's Underwriters covering the identical subject matter and risk.

MONS 158549



U.S.A.

**4% TAX CLAUSE**

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

**MONS 158551**

# **Companies Combined Policy**

**551/URAO076**

**The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.**

**In all communications the Policy Number appearing in line one of the Schedule should be quoted.**

**MONS 158552**

**L1 029 Rev 10/82**

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have herunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner herein-after provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

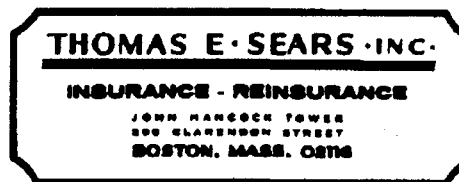
THE SUMITOMO MARINE & FIRE INSURANCE  
COMPANY (EUROPE) LIMITED

Rec. 44085

Signed .....

Combined Pol. (S.F.B.)

MONS 158553



**MONS 158554**

## SCHEDULE

Policy No.	551	URA0076
Name and Address of the Insured/ <del>Assured</del>	Monsanto Company and Others as more fully set forth in the Lloyd's Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$1,173.69	
Period of Insurance	<p>From 1st April, 1984 to 1st April, 1985</p> <p>both days at 12.01 a.m. Standard Time</p> <p>and for such further period or periods as may be mutually agreed upon.</p>	
<p>Risk and Sum Insured hereunder:</p> <p><b>Excess Broad Form Liability Insurance.</b></p> <p><u>Limits:</u></p> <p>U.S.\$ 28,000,000 any one occurrence</p> <p>U.S.\$ 28,000,000 in the aggregate annually in respect of Products Liability</p> <p>U.S.\$ 28,000,000 in the aggregate annually in respect of Occupational Disease</p> <p><u>Only to pay the excess of:</u></p> <p>U.S.\$ 20,000,000 any one occurrence</p> <p>U.S.\$ 20,000,000 in the aggregate annually in respect of Products Liability</p> <p>U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease.</p>		
HERETO:	1.6452X	part of 100% of U.S.\$8,500,000 of the amount(s) of Insurance stated herein.

B.J.MB/pv

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No 551/URA0076 issued by Lloyd's Underwriters covering the identical subject matter and risk.

MONS 158555

POLICY NO. URA0076		
Proportion	Company	Company Reference
1.6452% ----- 1.6452% -----	THE SUMITOMO MARINE & FIRE INSURANCE COMPANY (EUROPE) LIMITED	44085
MONS		158556

# **Companies Combined Policy**

551/URA0076

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

**MONS 158557**

**LI 029 Rev 10/82**

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 817 424-1800  
TELEX NUMBER 94-0835

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note — No. : SD9019(L)/URA0077  
Renewal of: SD8022(L)/UQA0068

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$10,500,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,500,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$10,500,000 as indicated above but only to pay the excess of:

1. \$48,000,000 Umbrella Coverage which in turn is in excess of:
2. (a) Underlying Insurance as set forth in Cover Note No. SDP010 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1984 TO: April 1, 1985  
Both Days 12:01 A.M. Standard Time  
PREMIUM: \$ 52,500 (For 100% of Cover)  
\$ 40,000 (For 76.1905% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 19 84

THOMAS E. SEARS, INC.

By .....  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158585

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158586

## ENDORSEMENT

Endorsement No. .... 2 .....  
April 1, 1984

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... 4.5902% of 76.1905% ..... % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of ..... SD9019(L)/URA0077 ..... of the

.....  
**UNDERWRITERS AT LLOYD'S OF LONDON**

**THOMAS E. SEARS, INC.**

**BY:** .....

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 158587**

**MONSANTO COMPANY, ET AL  
ENDORSEMENT**

Endorsement No. 1  
April 1, 1984

**FOLLOWING FORM RIDER**

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of .....SD9019(L)/URA0077..... of the  
UNDERSWRIPEPS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS 02116

**MONS 158588**

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 817 424-1800  
TELEX NUMBER 84-0835

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02110

Insurance Cover Note—No. : SD9019(C)/URA0077  
Renewal Of: SD8022(C)/UQA0068

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$10,500,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,500,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$10,500,000 as indicated above but only to pay the excess of:  
1. \$48,000,000 Umbrella Coverage which in turn is in excess of:  
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1984 TO: April 1, 1985  
Both Days 12:01 A.M. Standard Time  
\$ 52,500 (For 100% of Cover)  
\$ 40,000 (For 76.1905%)

Subject to the conditions on the reverse side of this document and further subject to the following terms, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 19 84

THOMAS E. SEARS, INC.

By .....  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158589

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158590

## ENDORSEMENT

Endorsement No. 2  
 April 1, 1984

INSURED:

MONSANTO COMPANY, ET AL  
 95.4098% of 76.1905%

It is understood and agreed that ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
CNA Reinsurance of London, Ltd.	18.6885%
British National Life Insurance Society, Ltd.	9.8361%
Turequm Insurance Company	9.8361%
Sovereign Marine & General Insurance Company, Ltd.	26.2296%
Ancon Insurance Company (UK) Ltd.	2.6229%
The Yasuda Fire & Marine Insurance Company, Ltd.	2.6229%
Sumitomo Marine & Fire Insurance Company, Ltd.	2.6229%
Groupe Josi Compagnie Centrale d'Assurances	66.6667%)
The Bermuda Fire & Marine Insurance Co., Ltd.	33.3333%) 4.5902%
Walbrook Insurance Company	40.9788%)
1 Paso Insurance Company	13.3255%)
Dart and Kraft Insurance Company Limited	25.0434%) 13.3456%
Louisville Insurance Company	11.7924%)
Ludgate Insurance Company, Ltd.	7.9599%)
Mutual Reinsurance Company, Ltd.	67.1053%) 2.3921%
Compagnie Europeenne d'Assurances Industrielles	32.8947%)
Travellers Corporation Limited	2.6229%
	<u>95.4098%</u>

U. S. FEDERAL EXCISE TAX \$ 269.12  
 The premium hereon is subject to U. S. Federal Excise Tax on the amount of the premium and will be paid by us to the Collector of Internal Revenue in accordance with the regulations issued January 1, 1968, or any amendments thereto.

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... SD9019(C)/URA0077 ..... of the

## VARIOUS COMPANIES

THOMAS E. SEARS, INC.  
 BY:

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1984

FOLLOWING FORM FIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD9019(C)/UPA0077 ..... of the  
..... UNDERWRITERS AT LLOYD'S OF LONDON .....  
..... THOMAS F. SEARS, INC. .....  
..... BY: .....

THOMAS F. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158592

J (A) (FORM)



# ORIGINAL

## Lloyd's Policy

**Whereas** the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called "the Underwriters"),

**Now We the Underwriters** hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**Now know Ye** that we the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

**In Witness** whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE.

  
GENERAL MANAGER.

For Embossment by  
Lloyd's Policy  
Signing Office

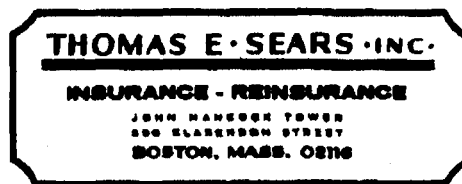
MONS 158593

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The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:



**MONS 158594**

## SCHEDULE

Policy No.	551	URAO077
Name and Address of the <del>Insured</del> /Assured	Monsanto Company and Others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$1,836.08	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:		
As per wording attached hereto which shall be taken and read as forming an integral part hereof.		
HERETO: 4.5902% part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.		

DATED in LONDON 19th May, 1986

BJMS/pw

MONS 158595

EXCESS UMBRELLA POLICY (LONDON 1971)

**NAMED ASSURED:** As stated in Item 1 of the Declarations forming a part hereof

(Hereinafter called the "Named Assured").

**INSURING AGREEMENTS:**

1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability.

- (e) imposed upon the Assured by law,  
or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (I) Personal Injuries
- (II) Property Damage
- (III) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbrella Insurers").

## 11. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

5 (as stated in Item 3  
of the Declarations)

ultimate net loss in respect of each occurrence, but

5 (as stated in item 4  
of the Declarations)

in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured ~~and~~  
~~the maximum amount payable for each of the above categories of~~  
~~maximum aggregate amount payable for each of the above categories of~~

and the Underwriters shall then be liable to pay only the excess thereof up to a further

**\$ (as stated in Item 5  
of the Declarations)**

ultimate net loss in all in respect of each assurance - subject to a limit of

**S (as stated in Item 6  
of the Declarations)**

In the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Diseases sustained by any employees of the Assured and by any employees of the Assured and by any employees of the Assured and by any employees of the Assured and by any employees of the Assured.

**Covered Occurrences**

# SECTION

## 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

## 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limit of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

### 3. CANCELLATION -

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than ~~thirty~~<sup>thirty</sup> days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been in force.

in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

L.P.O. 353A (12/76)

Page 3 of 4

MONS 158598

ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0077

DECLARATIONS:

- ITEM 1. (a) Names Assured:- Monsanto Company and others as more fully defined in the Underlying Umbrella Policy(ies) identified  
(b) Address of Named Assured:- in Item 2 below.  
800 North Lindbergh Boulevard,  
St. Louis, Missouri 63167.
- ITEM 2. (a) Underlying Umbrella Policies:-  
551/UQA0065, 551/UQA0066 and 551/URA0076.  
(b) Underlying Umbrella Insurers:-  
Certain Underwriters at Lloyd's, London and various Insurance Companies.
- ITEM 3. Underlying Umbrella Limits  
(Insuring Agreement II):- \$ 48,000,000
- ITEM 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement II):- \$ 48,000,000
- ITEM 5. Limit of Liability  
(Insuring Agreement II):- \$ 10,500,000
- ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement II):- \$ 10,500,000
- ITEM 7. Policy Period:- 1st April, 1984 to 1st April, 1985 both days  
at 12.01 a.m. Standard Time.
- ITEM 8. Notice of Occurrence (Condition 4) re:-  
Thomas E. Sears, Inc.,  
John Hancock Tower, 47th Floor,  
200 Clarendon Street, Boston, Massachusetts 02116.
- ITEM 9. Service of Process (Condition 6) upon:-  
Peterson, Ross, Schloerb & Seidel,  
Suite 7300, 200 East Randolph Drive,  
Chicago, Illinois 60601.

Attaching to and forming part of Policy No. 551/URA0077

ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause - Liability - Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause - Liability - Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

060286AGC  
dhw17/92

**MONS 158600**

Attaching to and forming part of Policy No.551/URA0077

ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

**JOINT VENTURE CLAUSE**

(THIRD PARTY LIABILITY)

(Approved by Lloyd's Underwriters' Non-Marine Association)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

12. 1/78

N.M.A. 1687

All other terms and conditions remain unchanged.

211085AGC  
dhw17/93

MONS 158601

Attaching to and forming part of Policy No. 551/URA0077

ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211083AGC  
dhw17/94

MONS 158602

Attaching to and forming part of Policy No. 551/URA0077

ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/95

MONS 158603

Attaching to and forming part of Policy No. 551/URA0077

ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/96

MONS 158604

U.S.A.**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Employer Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Miscellaneous Liability, Streetcarts Liability, Garage Liability, Automobile Liability (including Motorcycles, Motor Vehicle or Garage Liability).

not being insurance of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

Definition:

- Under any Liability Coverage, in injury, sickness, disease, death or destruction:
- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or which is an insured under any such policy but for its incorporation upon extension of its term of liability; or
  - (b) resulting from the hazardous properties of atomic material and with respect to which (1) any portion of compensation is recoverable to certain financial institutions pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or has the policy not been issued without its, covered is indemnified from the United States of America, or any agency thereof, under any contract or arrangement.
- Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to attendance medical or surgical relief, to certain insureds with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of atomic material and arising out of the operation of a nuclear facility in any person or organization.
- Under any Liability Coverage, in injury, sickness, disease, death or destruction resulting from the hazardous properties of atomic material, if
- (a) the atomic material (1) is in any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been distributed or dispersed therefrom;
  - (b) the atomic material is contained in such fuel or waste in any case payment, medical, sick, professional, moral, contractual or otherwise or by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arose out of the functioning by an insured of aircraft, spacecraft, ship or equipment in connection with the testing, observation, transmission, reception or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property in such nuclear facility.
- As used in this exclusion:
- "Hazardous properties" include radioactive, toxic or explosive properties; "atomic material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "such fuel" means any fuel element or fuel component, solid or liquid, which has been used or destined to be used in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation of any portion or organization of any nuclear facility, between which the influence of source material under paragraph (a) or (b) is direct; "nuclear facility" means
- (a) any nuclear reactor;
  - (b) any equipment or device designed or used for (1) increasing the number of uranium or plutonium, (2) processing or utilizing such fuel, or (3) testing, observing or maintaining waste;
  - (c) any equipment or device used for the processing, transferring or storing of source material, nuclear material or any other the total amount of such material in the custody of the insured at the premises where such equipment or device is located exceeds or is intended to exceed 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any structure, beam, observation, platform or base structure or used for the storage or disposal of waste;
- and includes the use on which any of the foregoing is intended, all operations conducted on such use and all persons used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material.
- With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is to read to the letter, substance, intention and intention of the Policy to which it is attached.

NOTE:—As reasons appear which afford liability coverage and other forms of coverage in addition, the reasons contained herein should be amended to designate the liability coverage to which this clause is to apply.

N.M.A. 1236

U.S.A.**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the appropriate Nuclear Incident Exclusion Clause—Liability—Direct to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

12/2/64  
N.M.A. 447

MONS 158605

**NMA LINES CLAUSE**

For attachment to Insurances where Lloyd's Underwriters' subscription is less than 100%.

4.5902% of U.S.\$8,000,000

THIS INSURANCE, being signed for .....%, insures ONLY ITS PRO RATA PROPORTION of

- i) any loss as more fully specified herein, whether total or partial, and
- ii) associated costs, if any, as more fully specified herein.

The percentages signed in the Table are percentages of/the amount(s) of Insurance stated herein.

U.S.\$8,000,000

N.M.A. 1992 Form approved by Lloyd's Underwriters' Non-Member Association Printed by The Carfax Barn Co. Ltd

**MONS 158606**

Definitive Numbers of the Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of these Syndicates.

FOR LPSO USE ONLY		BROKER	LPSO NO. & DATE	
1487		551	62711 25   7   84	
AMOUNT PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF	PAGE	
PERCENT			1	
1.3115	219	277P		
3.2787	342	F90HXXXXW254		
THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1984/ 7				
TOTAL LINE		NO OF SYND	FOR LPSO USE ONLY	
4.5902		2	US01 561	



MONS 158607

# Lloyd's Policy

551/URAD0077



Lloyd's, London

**MONS 158608**

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# ORIGINAL

## Companies Collective Policy

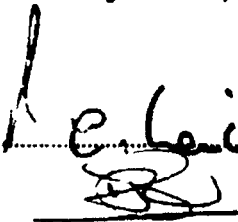
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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers").

**The Insurers hereby severally agree**, each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

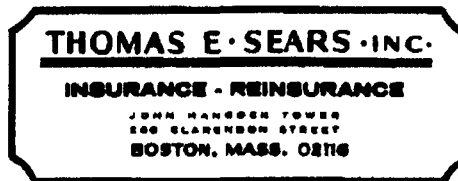
**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed:   
75-2-86

MANAGING DIRECTOR  
H. S. WEAVERS (UNDERWRITERS) AGENCIES LTD.

Collective Pol. (S.F.B.)

MONS 158609



H  
H.S.  
H.S.  
H.S.V  
H.S.W  
H.S.V  
H.S.V  
H.S.  
H.S.  
H.  
H.S.V  
H.S.V  
H.S.W.

MONS 158610

AGC/DHW

POLICY NO. URA0077		
Percentages signed hereunder are percentages of 100% of \$8,000,000 of the Limit.		
Proportion	Company	Company Reference
13.3436%	40.9788% WALBROOK INSURANCE COMPANY LIMITED	
	13.3255% EL PASO INSURANCE COMPANY LIMITED	
	25.9434% DART AND KRAFT INSURANCE COMPANY LIMITED	
	11.7924% LOUISVILLE INSURANCE COMPANY LIMITED	
	7.9599% LUDGATE INSURANCE COMPANY LIMITED	
	PER H S WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45687
2.3921%	67.1053% MUTUAL REINSURANCE COMPANY LIMITED	
	32.8947% COMPAGNIE EUROPEENNE D'ASSURANCES INDUSTRIELLES S.A.	
	PER H.S. WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45687
9.8361%	TUREGUM INSURANCE COMPANY	479953387
----- 25.5738% -----		
		MONS 158612

EXCESS UMBRELLA POLICY (LONDON 1977)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof

~~xxxxxx~~  
~~xxxxxx~~  
 (Hereinafter called the "Named Assured").

## INSURING AGREEMENTS:

## I. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability:-

- (a) Imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbrella Insurers").

## II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

\$ (as stated in Item 3 of the Declarations) ultimate net loss in respect of each occurrence, but

\$ (as stated in Item 4 of the Declarations)

In the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured, ~~xxxxxx~~  
~~xxxxxx~~  
~~xxxxxx~~

L.P.O. 355A (12/76)

Page 1 of 1

MONS 158613

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5  
of the Declarations)

ultimate net loss in all in respect of  
each occurrence - subject to a limit  
of

\$ (as stated in Item 6  
of the Declarations)

In the aggregate for each annual  
period during the currency of this  
Policy, separately in respect of  
Products Liability and in respect of  
Personal Injury (fatal or non-fatal)  
by Occupational Disease sustained  
by any employees of the Assured ~~and~~  
~~in respect of any other business or~~  
~~in respect of any other business or~~  
~~in respect of any other business or~~  
~~in respect of any other business or~~

U.S.

#### CONDITIONS:

##### 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

##### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any variation be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

##### 3. CANCELLATION -

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than ~~sixty~~ days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been

\*sixty(60)  
U.S.

in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

#### 4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

#### 5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

#### 6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

L.P.O. 355A (12/76)

Page 3 of 4

MONS 158615

ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0077

DECLARATIONS:

- ITEM 1. (a) Named Assured:- Monsanto Company and others as more fully defined in the Underlying Umbrella Policy(ies) identified  
(b) Address of Named Assured:- in Item 2 below.  
800 North Lindbergh Boulevard,  
St. Louis, Missouri 63167.
- ITEM 2. (a) Underlying Umbrella Policies:-  
551/UQA0066, 551/UQA0066 and 551/URA0076.  
(b) Underlying Umbrella Insurers:-  
Certain Underwriters at Lloyd's, London and various Insurance Companies.
- ITEM 3. Underlying Umbrella Limits  
(Insuring Agreement II):- \$ 48,000,000
- ITEM 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement II):- \$ 48,000,000
- ITEM 5. Limit of Liability  
(Insuring Agreement II):- \$ 10,500,000
- ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement II):- \$ 10,500,000
- ITEM 7. Policy Period:- 1st April, 1984 to 1st April, 1985 both days  
at 12.01 a.m. Standard Time.
- ITEM 8. Notice of Occurrences (Condition 4) to:-  
Thomas E. Sears, Inc.,  
John Hancock Tower, 47th Floor,  
200 Clarendon Street, Boston, Massachusetts 02116
- ITEM 9: Service of Process (Condition 6) upon:-  
Peterson, Ross, Schloerb & Seidel,  
Suite 7300, 200 East Randolph Drive,  
Chicago, Illinois 60601.

UJA

U.S.

Attaching to and forming part of Policy No. 551/URA0077

ADDENDUM NO. 5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause - Liability - Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause - Liability - Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

060286AGC  
dhw17/92

MONS 158617

UJA

Attaching to and forming part of Policy No.551/URA0077

ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

**JOINT VENTURE CLAUSE**

(THIRD PARTY LIABILITY)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

22-1/79

1687

All other terms and conditions remain unchanged.

211085AGC  
dhw17/93

MONS 158618

UJA

Attaching to and forming part of Policy No. 551/URA0077

ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/94

MONS 158619

Attaching to and forming part of Policy No. 551/URA0077

U-4

ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/95

MONS 158620

Attaching to and forming part of Policy No. 551/URA0077

ADDENDUM NO. 1

JJA

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/96

MONS 158621

are being reviewed by the classification to which the Nuclear Medicine Exclusion Category — Labelling — Doses (limited) apply.

The policy

does not involve:—

*For information by members of the following classifications in the U.S.A. to Territories and Possessions, Puerto Rico and the Canal Zone:*

**Liability, Owners or Contractors (Insurance) Property Liability**  
**Manufacturers and Contractors Liability, Product Liability, Professional and**  
**Malpractice Liability, Supervisors Liability, Garage Liability, Automobile**  
**Liability (Insured for Manufacturer Motor Vehicle or Garage Liability).**

not being members of the classifications in which the Nuclear Medicine Exclusion Clause is phrased — Nurses (limited), applies.

## Developmental Psychology

**do not apply!—**  
1. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured

(b) resulting from the hazardous properties of certain material and with reference to the limits of capacity; the

[illegible]

THE UNIVERSITY OF CHICAGO

Under any Medical Payments Coverage or under any Supplemental Payments provision relating to immediate medical or surgical hospital or nursing home care, the amount payable for medical expenses or costs resulting from the bodily injury, sickness, disease or death resulting from the negligent operation of an aircraft, vessel, or motor vehicle, shall be reduced by the amount payable for such expenses or costs under any property or contents coverage and under any of the operations of a vessel or facility by any private or organization.

**● 中国书画函授大学肇庆分校**

Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the manufacture, distribution or use of medical material, if the medical material: (1) is or may become bodily injured by, or operated by or on behalf of, an insured or (2) has been damaged or destroyed by an insured.

(2) The residue material is omitted in spent fuel or waste at any time presented, handled, used, processed, stored, transported or disposed of by or on behalf of an licensee; or

involving by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States or America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

**As part of the contract, the**

[illegible][illegible][illegible][illegible]

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of reflective construction of property.

the Secretary, this clause is subject to the terms, conditions, conditions and limitations of the Policy to which it is attached.

\* **NOTE:**—As respects policies which afford liability coverage and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

1713/63

1236

**MONS 158622**

**U.S.A.**

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**

*For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.*

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

1477

(U)A

**MONS 158623**

U.S.A.

**4% TAX CLAUSE**

UJA

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

**MONS 158624**

## Companies Collective Policy

581/URA0077

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

**MONS 158625**

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# ORIGINAL

## PSAC Policy

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**In consideration** of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

**The Insurers hereby severally agree** each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

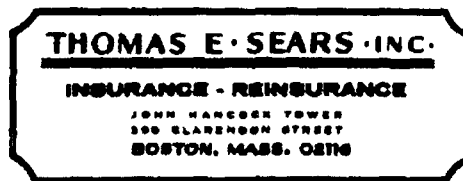
**In witness whereof** the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed:   
Policy Signing Manager

Policy Department  
Seal


Date as in the Schedule.

MONS 158626



**MONS 158627**

## SCHEDULE

Policy No.	551	URA0077
Name and Address of the Insured	 Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$25,049.16	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:  <p style="text-align: center;">Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> U.S.\$ 10,500,000 any one occurrence U.S.\$ 10,500,000 in the aggregate annually in respect of Products Liability U.S.\$ 10,500,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u> U.S.\$ 48,000,000 any one occurrence U.S.\$ 48,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 48,000,000 in the aggregate annually in respect of Occupational Disease.		
HERETO:	62.6229%	part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

Dated in London 19th May, 1986

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0077 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158628

POLICY NO. URA0077

Percentages signed hereunder are percentages of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

Proportion	Company	Company Reference
18.6885%	CNA REINSURANCE OF LONDON LIMITED	C4009 H352598
9.8361%	BRITISH NATIONAL INSURANCE COMPANY LTD	B3002 B66810
		02558708840
		N-R
26.2296%	SOVEREIGN MARINE AND GENERAL INSURANCE COMPANY LIMITED NO. 10 ACCOUNT PER WILLIS FABER (UNDERWRITING) MANAGEMENT) LIMITED	S0073 S717684
2.6229%	ANCON INSURANCE COMPANY (UK) LIMITED	A2005 84AL02523C
2.6229%	YASUDA FIRE & MARINE INSURANCE COMPANY (U.K.) LIMITED	Y1901 39756M 1F
	PER LESLIE & GODWIN AGENCIES LIMITED	84151046
2.6229%	TRAVELERS CORPORATION (U.K.) LIMITED.	T5402 84151046
	PER TRINITY SQUARE SERVICES LIMITED	
02.6229%		

MONS 158629

# PSAC Policy

551/URA0077

L1 025 Rev 10/81

8407250003687



MONS 158630

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereto subscribed their Names (hereinafter called "the Insurers").

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

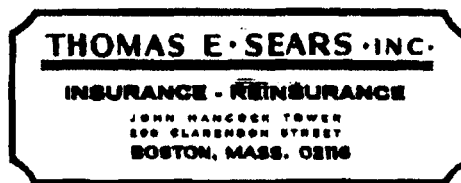
If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorized by the Insurers to sign this Policy, have subscribed my name on their behalf.

AS ATTACHED  
Signed .....

Combined Pol. (S.F.B.)

MONS 158631



**MONS 158632**



## SCHEDULE

Policy No.	551	URAO077
Name and Address of the Insured/ <del>Monocro</del>	Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$1,836.08	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:  <p style="text-align: center;">Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> U.S.\$ 10,500,000 any one occurrence U.S.\$ 10,500,000 in the aggregate annually in respect of Products Liability U.S.\$ 10,500,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u> U.S.\$ 48,000,000 any one occurrence U.S.\$ 48,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 48,000,000 in the aggregate annually in respect of Occupational Disease.		
HERETO:	4.5902%	part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URAO077 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158633

POLICY NO. URA0077		
Proportion	Company	Company Reference
4.3902%	66.2/3 THE BERMUDA FIRE & MARINE INSURANCE COMPANY LIMITED. 33 1/3% BRITTANY INSURANCE COMPANY LIMITED Per BERMUDA LONDON UNDERWRITING AGENCY LIMITED	84-CAS-4154H
4.3902%	 8886. 	
		MONS 158634

U.S.A.

4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

MONS 158635

POLICY NO. URA0077		
Proportion	Company	Company Reference
2.6229%	THE SUMITOMO MARINE & FIRE INSURANCE COMPANY (EUROPE) LIMITED	44086
----- 2.6229% -----		
MONS 158636		

# **Companies Combined Policy**

**551/URA0077**

**The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.**

**In all communications the Policy Number appearing in line one of the Schedule should be quoted.**

**L1 027 Rev 10/82**

**MONS 158637**

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

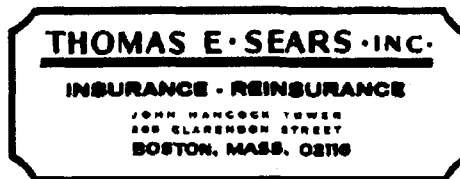
THE SUMITOMO MARINE & FIRE INSURANCE  
COMPANY (EUROPE) LIMITED

Lf 4486

Signed .....

Combined Pol. (S.F.B.)

MONS 158638



**MONS 158639**

## SCHEDULE

Policy No.	551	URAO077
Name and Address of the Insured/ <del>Assured</del>	Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$1,049.16	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:  Excess Broad Form Liability Insurance.  <u>Limits:</u> U.S.\$ 10,500,000 any one occurrence U.S.\$ 10,500,000 in the aggregate annually in respect of Products Liability U.S.\$ 10,500,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u> U.S.\$ 48,000,000 any one occurrence U.S.\$ 48,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 48,000,000 in the aggregate annually in respect of Occupational Disease.		
HERETO:	2.6229%	part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URAO077 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158640

# **Companies Combined Policy**

**551/URA0077**

**The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.**

**In all communications the Policy Number appearing in line one of the Schedule should be quoted.**

**L1 029 Rev 10/83**

**MONS 158641**

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424-6000  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**Insurance Cover Note—No. :** SD9020(L)/URA0078  
**Renewal Of:** SD8023(L)/UCA0069

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

**ASSURED:** Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

**RISKS OR HAZARDS COVERED:** Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

**AMOUNTS OR LIMITS INSURED:** \$22,000,000 as indicated above but only to pay the excess of:  
1. \$58,500,000 Umbrella Coverage which in turn is in excess of:  
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

**PERIOD:** FROM: April 1, 1984 TO: April 1, 1985  
Both Days 12:01 A.M. Standard Time  
**PREMIUM:** \$ 60,500 (For 100% of Cover)  
\$ 22,000 (For 36.3636% Person)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 1984  
THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 158650**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

**SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

**MENDES & MOUNT**  
**THREE PARK AVENUE, NEW YORK, NEW YORK 10005**

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158651

**ENDORSEMENT**

Endorsement No. ....<sup>2</sup>.....  
April 1, 1984

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... 3.9780% of 36.3636% ..... % of the Insurance described  
in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these  
Underwriters being entitled to a similar percentage of the premium indicated herein.

CC-1

**SD9020(L)/URA0078**

Attached to and forming part of ..... of the

**UNDERWRITERS AT LLOYD'S OF LONDON**  
**THOMAS E. SEARS, INC.**

**BY:**

**THOMAS E. SEARS, Inc.**  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 158652**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1984

FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of SE9020(L)/USAG078 of the  
(UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158653**

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 424-1800  
TELEX NUMBER 94-0835

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**Insurance Cover Note—No. :** SD9020(C)/TRA0078  
**Renewal Of:** SD8023(C)/UOA0069

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

**ASSURED:**  
Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

**RISKS OR HAZARDS COVERED:** Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

**AMOUNTS OR LIMITS INSURED:** \$22,000,000 as indicated above but only to pay the excess of:  
1. \$58,500,000 Umbrella Coverage which in turn is in excess of:  
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

**PERIOD:** FROM: April 1, 1984 TO: April 1, 1985  
Both Days 12:01 A.M. Standard Time  
**PREMIUM:** \$ 60,500 (For 100% of Cover)  
\$ 22,000 (For 36.3636% of Cover)

Subject to the conditions on the reverse side of this document and further subject to the following, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 158654**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEENES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158655

## ENDORSEMENT

Endorsement No. 2  
April 1, 1984INSURED:MONSANTO COMPANY, ET AL.  
96.0220% of 36.2676\*

It is understood and agreed that ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
New Hampshire Insurance Company	37.0370%
Iron Trades Mutual Insurance Company, Ltd.	13.7174%
Zurich International Limited	12.3457%
Guardian Royal Exchange Assurance, Ltd.	2.7435%
Folksam International Insurance Company, Ltd.	4.1153%
Ancon Insurance Company (UK) Ltd.	4.1153%
Walbrook Insurance Company, Ltd.	40.9788%)
El Paso Insurance Company, Ltd.	13.3255%)
Dart and Kraft Insurance Company, Ltd.	25.0434%) 18.6117%
Louisville Insurance Company, Ltd.	11.7924%)
Ludgate Insurance Company, Ltd.	7.9599%)
Mutual Reinsurance Company, Ltd.	67.1053%)
Compagnie Europeenne d'Assurances Industrielles S.A.	32.8047%) 3.3361%
	<u>96.0220%</u>

U. S. FEDERAL EXCISE TAX \$ 138.00  
 The premium herein is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulations dated January 1, 1984, or any amendments thereto.

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... SD0020(CA)/HPAC078 ..... of the

## VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

MONS 158656

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1984

FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of .....SD9020(C)/UPA0078..... of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158657

J (A) (FORM)



# ORIGINAL

## Lloyd's Policy

**Whereas** the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called "the Underwriters"),

**Now We the Underwriters** hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**Now know Ye** that we the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

**InWitness** whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE.

GENERAL MANAGER.

For Embossment by  
Lloyd's Policy  
Signing Office

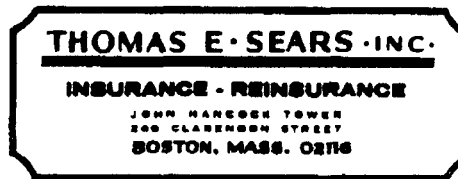
MONS 158658

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The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:



**MONS 158659**

## SCHEDULE

Policy No.	551	UBA0078
Name and Address of the <del>insured</del> /Assured	Monsanto Company and Others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$875.16	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:		
As per wording attached hereto which shall be taken and read as forming an integral part hereof.		
HERETO: 3.9780% part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.		

DATED in LONDON 19th May, 1986

BJMB/pw

MONS 158660

(Hereinafter called the "Named Assured").

1. **COVERAGE -**

(a) imposed upon the Assured by law,  
or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

## II. LIMIT OF LIABILITY -

5 (as stated in Item 3  
of the Declarations)

ultimate net loss in respect of each occurrence, but

5 (as stated in Item 4  
of the Declarations)

in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured ~~XXX~~

and the Underwriters shall then be liable to pay only the excess thereof up to a further

- |  |  |
|--|--|
| § (as stated in Item 5<br>of the Declarations) | ultimate net loss in all in respect of<br>each occurrence - subject to a limit<br>of   |
| § (as stated in Item 6<br>of the Declarations) | in the aggregate for each annual<br>period during the currency of this<br>Policy, separately in respect of<br>Products Liability and in respect of<br>Personal Injury (fatal or non-fatal)<br>by Occupational Disease sustained<br>by any employees of the Assured <del>and</del><br><del>in connection with the business of the Assured</del><br><del>in connection with the business of the Assured</del><br><del>in connection with the business of the Assured</del><br><del>in connection with the business of the Assured</del><br><del>in connection with the business of the Assured</del> |

CONDITIONS:

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

3. CANCELLATION -

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than ~~thirty~~ <sup>sixty</sup> days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary start rate proportion of the premium for the period this Policy has been

in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0078

DECLARATIONS:

- ITEM 1. (a) Named Assured:- Monsanto Company and others as more fully defined in the Underlying Umbrella Policy(ies) identified in Item 2 below.  
(b) Address of Named Assured:-  
800 North Lindbergh Boulevard,  
St. Louis, Missouri 63167.
- ITEM 2. (a) Underlying Umbrella Policies:-  
551/UQA0065, 551/UQA0066, URA0076 and  
551/URA0077.  
(b) Underlying Umbrella Insurers:-  
Certain Underwriters at Lloyd's, London and  
various Insurance Companies.
- ITEM 3. Underlying Umbrella Limits  
(Insuring Agreement II):- \$ 50,000,000
- ITEM 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement II):- \$ 50,000,000
- ITEM 5. Limit of Liability  
(Insuring Agreement II):- \$ 22,000,000
- ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement II):- \$ 22,000,000
- ITEM 7. Policy Period:- 1st April, 1984 to 1st April, 1985 both  
days at 12.01 a.m. Standard Time.
- ITEM 8. Notice of Occurrence (Condition 4) to:-  
Thomas E. Sears, Inc.,  
John Hancock Tower, 47th Floor,  
200 Clarendon Street, Boston, Massachusetts 02116
- ITEM 9. Service of Process (Condition 6) upon:-  
Peterson, Ross, Schloerb & Seidel,  
Suite 7300, 200 East Randolph Drive,  
Chicago, Illinois 60601.

Attaching to and forming part of Policy No. 551/URA0078

ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause - Liability - Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause - Liability - Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

060286ACC  
dhw17/112

MONS 158665

Attaching to and forming part of Policy No.551/URA0078

ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

**JOINT VENTURE CLAUSE**

(THIRD PARTY LIABILITY)

(Approved by Lloyd's Underwriters' Non-Marine Association)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying (insurances) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying (insurances) and (b) the limits of any underlying (insurances) not reduced.

12/1/70

N N. A. 1687

All other terms and conditions remain unchanged.

211083AGC  
dhw17/113

MONS 158666

Attaching to and forming part of Policy No. 551/URA0078

ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/114

MONS 158667

Attaching to and forming part of Policy No. 551/URA0078

ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/115

MONS 158668

Attaching to and forming part of Policy No. 551/URA0078

ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/116

MONS 158669

## 119A

# WILLIAM INDEPEND EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Non-Marine Association)

For assignment to enforcement of the following classifications in the U.S.A., US Territories and Possessions, Puerto Rico and the Canal Zone:—

Owner, Landlord and Tenant Liability, Contractor Liability, Employer Liability, Owners or Contractors (including railroad) Potential Liability, Home/renter and Contractors Liability, Product Liability, Professional and Independent Liability, Scaffolding Liability, General Liability, Automobile Liability (including Motorists' Motor Vehicle or Carpool Liability).

not being concerned of the classification to which the Nuclear Incident Response Class—Level 1—Direct / Immediate applies.

## Donations

**THE NEW YORK PUBLIC LIBRARY**

**Does not apply -**

[illegible]

(b) Proceeding from the important properties of nuclear reactors and our mission to which (1) any

[illegible]

11. Under my Medical Payments Coverage, to under my Supplementary Payments Provision (meaning the maximum medical or surgical benefit, to expenses incurred with respect to death injury, sickness, disease or death resulting from the hazardous operations of another material and arising out of the operation of a motor vehicle by any person or organization.

any liability, damage, loss or expenses resulting from the negligent preparation of nuclear material, if the nuclear material is used in any manner (1) in any nuclear facility owned by, or operated by or on behalf of, an employer or (2) in any department or departmental institution.

[illegible]

CRIMINAL RECORDS OF ARRESTS. IN ORDERING OR REQUESTING OF CRIMINAL RECORDS, YOU REQUEST THE RECORDS ONLY TO BE USED FOR PURPOSES OF PROSECUTION OF PROPERTY IN YOUR JUDICIAL DISTRICT.

<sup>a</sup>As noted in the caption above.

2000

(b) any equipment or device designed or used for (1) intercepting the sending of wireless or electronic, (2) transmitting or relaying from (a), or (3) receiving, transmitting or relaying to (a).

[illegible]

(d) any equipment, material, goods or services for the purpose of obtaining

[illegible]

unemployed and aged 17L, seems to represent the average. The others are a few very, extreme, common and harmless of the Party to whom it is assigned.

\*NOTE: we request persons with lifting capacity strengths and good forms of technique to submit their lifting record to be considered in completing the liability coverage in which the division is to apply.

17208  
MMA-134

22

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—OBJECT**

**Answered by Lloyd J. Undermeyer, North-Morris, Connecticut**

**For information, the address is 200 Westmoreland, Newbury, London, Chiswick, U.K. Do not to identify names of trading partners or clients.**

It remains to be likely wrong outside the U.S.A., its Territories or Possessions. Parties like or the Canal Zone, the Policy does not cover any liability of vesselowner arising directly or indirectly caused by or attributed to it or arising from any negligence or omission by vesselowner, from any vessel lost or from any vessel wreck from the sea, incidents of nuclear fuel.

137264  
NMA 9677

**MONS 158670**

**NMA LINES CLAUSE**

For attachment to Insurances where Lloyd's Underwriters' subscription is less than 100%.

\* 3.9780% of U.S.\$8,000,000

THIS INSURANCE, being signed for .....%, insures ONLY ITS PRO RATA PROPORTION of

- i) any loss as more fully specified herein, whether total or partial, and
- ii) associated costs, if any, as more fully specified herein.

The percentages signed in the Table are percentages of/the amount(s) of Insurance stated herein.

U.S.\$8,000,000 of

N.M.A. 1992 Form approved by Lloyd's Underwriters' Non-Marine Association. Printed by The Carters Barrs Co. Ltd

**MONS 158671**

Definitive Numbers of the Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of these Syndicates.

FOR LPSO USE ONLY CPD33R 0508 1473	BROKER 678	LPSO NO. & DATE 62722 14/10/85	
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF	PAGE
PERCENT			1
15.00	799	MT105TPX	
4.00	190	9769K01460	
2.00	183	123GWW5121CR	
1.50	604	812000265	
1.00	990	09688021280J	
0.75	498	778TX9FFFXSC	
THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1985/ 1			
TOTAL LINE 24-25	NO OF SYND. 6	FOR LPSO USE ONLY USA1 3264	

MONS 158672

# Lloyd's Policy

551/UBA0078



Lloyd's, London

**MONS 158673**

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# ORIGINAL

## Companies Collective Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree**, each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

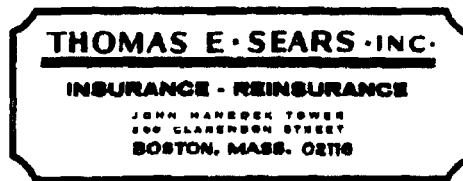
**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed:  .....

  
MANAGING DIRECTOR  
H. S. WEAVERS (UNDERWRITING) AGENCIES LTD.

Collective Pol. (S.F.B.)

MONS 158674



MS  
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MSV  
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MSW  
MSW

MONS 158675

AGC/DHW

(Hereinafter called the "Named Assured").

(Hereinafter called the "Named Assured").



Underwriter hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability.

- for damages or expense of:

- caused by or arising out of such occurrences happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbrella Insurers").

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

- in the aggregate for each annual period during the currency of this Policy, substantially in respect of products liability and in respect of personal injury (first or subsequent) by Occupational Disease sustained by any employee of the Assured.

1990

Monsanto CBI 5A008013

61XCY (80)

**CONDITIONS:**

## Monsanto CBI 5A008014

in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

#### 4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

#### 5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

#### 6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorneys upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

L.P.C. 253A (12/76)

Page 3 of 4

MONS 158679

ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0078

DECLARATIONS:

- ITEM 1. (a) Named Assured:- Monsanto Company and others as more fully defined  
in the Underlying Umbrella Policy(ies) identified  
in Item 2 below.  
(b) Address of Named Assured:-  
800 North Lindbergh Boulevard,  
St. Louis, Missouri 63167.
- ITEM 2. (a) Underlying Umbrella Policies:-  
551/UQA0065, 551/UQA0066, URA0076 and  
551/URA0077.  
(b) Underlying Umbrella Insurers:-  
Certain Underwriters at Lloyd's, London and  
various Insurance Companies.
- ITEM 3. Underlying Umbrella Limits  
(Insuring Agreement II):- \$ 58,500,000
- ITEM 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement II):- \$ 58,500,000
- ITEM 5. Limit of Liability  
(Insuring Agreement II):- \$ 22,000,000
- ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement II):- \$ 22,000,000
- ITEM 7. Policy Period:- 1st April, 1984 to 1st April, 1985 both  
days at 12.01 a.m. Standard Time.
- ITEM 8. Notice of Occurrence (Condition 4) to:-  
Thomas E. Sears, Inc.,  
John Hancock Tower, 47th Floor,  
200 Clarendon Street, Boston, Massachusetts 02116.
- ITEM 9. Service of Process (Condition 6) upon:-  
Peterson, Ross, Schloerb & Seidel,  
Suite 7300, 200 East Randolph Drive,  
Chicago, Illinois 60601.

U)A

POLICY NO. URA0078

Percentages signed hereunder are percentages of 100% of \$8,000,000 of the Limit.

Proportion	Company	Company Reference
18.6117%	40.9788% WALBROOK INSURANCE COMPANY LIMITED	
	13.3255% EL PASO INSURANCE COMPANY LIMITED	
	25.9434% DART AND KRAFT INSURANCE COMPANY LIMITED	
	11.7924% LOUISVILLE INSURANCE COMPANY LIMITED	
	7.9599% LUDGATE INSURANCE COMPANY LIMITED	
	PER H S WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45685
3.3361%	67.1053% MUTUAL REINSURANCE COMPANY LIMITED	
	32.8947% COMPAGNIE EUROPEENNE D'ASSURANCES INDUSTRIELLES S.A.	
	PER H.S. WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45685
4.1153%	FOLKSAM INTERNATIONAL INSURANCE COMPANY (UK) LIMITED	C0073384 21 B12
2.7435%	GUARDIAN ROYAL EXCHANGE ASSURANCE P.L.C.	81411008
13.7174%	IRON TRADES MUTUAL INSURANCE CO LTD	PL20810103
----- 42.5240% -----		
		MONS 158681

UJA

Attaching to and forming part of Policy No. 551/URA0078

ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause - Liability - Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause - Liability - Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

060286AGC  
dhw17/112

MONS 158682

Attaching to and forming part of Policy No.551/URA0078

ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

**JOINT VENTURE CLAUSE**

(THIRD PARTY LIABILITY)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurer(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurer(s) and (b) the limits of any underlying insurer(s) not reduced.

22/1/79

1687

All other terms and conditions remain unchanged.

211085AGC  
dhw17/113

MONS 158683

Attaching to and forming part of Policy No. 551/URA0078

ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/114

MONS 158684

Attaching to and forming part of Policy No. 551/URA0078

ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/115

**MONS 158685**

Attaching to and forming part of Policy No. 551/URA0078

ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/116

MONS 158686

U.S.A.**NUCLEAR INCIDENT EXCLUSION CLAUSE — LIABILITY — DIRECT (BROAD)**

For attachment to insurance of the following classifications in the U.S.A., to Territories and Possessions, Puerto Rico and the Canal Zone —  
 Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Products Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),  
 not being insurance of the classifications to which the Nuclear Incident Exclusion Clause — Liability — Direct (Broad) applies.

This policy

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provisions relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
 

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel components, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* Notes:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/68

1254

MONS 158687

U.S.A.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**

*For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurance offering worldwide coverage.*

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

1477

1) A

**MONS 158688**

U.S.A.

4% TAX CLAUSE

1)A

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

MONS 158689

## Companies Collective Policy

551/URA0078

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158690

L1 026 Rev 9/82

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# ORIGINAL

## PSAC Policy

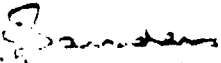
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**In consideration** of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

**The Insurers hereby severally agree** each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

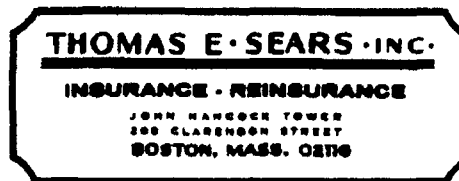
Signed:   
Policy Signing Manager

Policy Department  
Seal

Date as in the Schedule.

PSAC POL 1 (S.F.B.)

MONS 158691



**MONS 158692**

## SCHEDULE

Policy No.	551	URAO078
Name and Address of the Insured/ <del>Company</del>	Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$905.37	
Period of Insurance	<p>From 1st April, 1984 to 1st April, 1985</p> <p>both days at 12.01 a.m. Standard Time</p> <p>and for such further period or periods as may be mutually agreed upon.</p>	
Risk and Sum Insured hereunder:	<p>Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> <p>U.S.\$ 22,000,000 any one occurrence</p> <p>U.S.\$ 22,000,000 in the aggregate annually in respect of Products Liability</p> <p>U.S.\$ 22,000,000 in the aggregate annually in respect of Occupational Disease</p> <p><u>Only to pay the excess of:</u></p> <p>U.S.\$ 58,500,000 any one occurrence</p> <p>U.S.\$ 58,500,000 in the aggregate annually in respect of Products Liability</p> <p>U.S.\$ 58,500,000 in the aggregate annually in respect of Occupational Disease.</p> <p>HERETO: 4.1153% part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.</p>	

Dated in London 19th May, 1986

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URAO078 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

POLICY NO. URA0078

Percentages signed hereunder are percentages of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.

Proportion	Company	Company Reference
4.1153%	ANCON INSURANCE COMPANY (UK) LIMITED	A2005
-----	PER TRINITY SQUARE SERVICES LIMITED	84AL02524C
4.1153%		39756M 1F
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MONS 158694

# PSAC Policy

551/URAO078

8407250001848

LI 029 Rev 10/81

MONS 158695

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have herunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

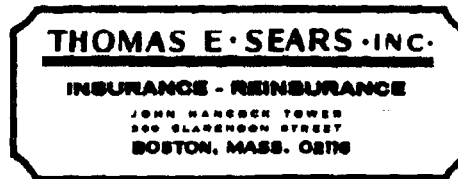
**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed  12.8.86

ZURICH INTERNATIONAL

Combined Pol. (S.F.B.)

MONS 158696



**MONS 158697**

## SCHEDULE

Policy No.	551	URA0078
Name and Address of the Insured/ <del>XXXXXX</del>	Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$2,716.05	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:  <p style="text-align: center;"><b>Excess Broad Form Liability Insurance.</b></p> <p><u>Limits:</u></p> U.S.\$ 22,000,000 any one occurrence U.S.\$ 22,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 22,000,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u>  U.S.\$ 58,500,000 any one occurrence U.S.\$ 58,500,000 in the aggregate annually in respect of Products Liability U.S.\$ 58,500,000 in the aggregate annually in respect of Occupational Disease.		
HERETO: 12.3457% part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.		

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0078 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158698

POLICY NO. URA0078		
Proportion	Company	Company Reference
12.3457% ----- 12.3457% -----	ZURICH INTERNATIONAL LIMITED	Z1B7057684C

U.S.A.

**4% TAX CLAUSE**

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

**MONS 158700**

# **Companies Combined Policy**

551/URA0078

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 029 Rev 10/82

**MONS 158701**

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner herein-after provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

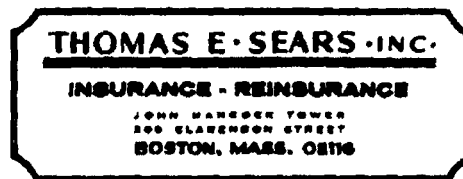
**In witness whereof** I the undersigned, being duly authorized by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed

 12/1/86

Combined Pol. (S.F.B.)

MONS 158702



**MONS 158703**

## SCHEDULE

Policy No.	551	URAO078
Name and Address of the Insured/ <del>XXXXXX</del>	Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$8,148.14	
Period of Insurance From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.		
Risk and Sum Insured hereunder:  Excess Broad Form Liability Insurance.  <u>Limits:</u> U.S.\$ 22,000,000 any one occurrence U.S.\$ 22,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 22,000,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u> U.S.\$ 58,500,000 any one occurrence U.S.\$ 58,500,000 in the aggregate annually in respect of Products Liability U.S.\$ 58,500,000 in the aggregate annually in respect of Occupational Disease.		
HERETO: 37.0370% part of 100% of U.S.\$8,000,000 of the amount(s) of Insurance stated herein.		

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URAO078 issued by H.S.Waivers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158704

POLICY NO. URA0078		
Proportion	Company	Company Reference
37.0370%	NEW HAMPSHIRE INSURANCE COMPANY (LONDON)	17958/027
----- 37.0370% -----		



# **Companies Combined Policy**

**551/UTAA0078**

**The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.**

**In all communications the Policy Number appearing in line one of the Schedule should be quoted.**

**MONS 158706**

**L1 029 Rev 10/82**

**THOMAS E. SEARS, INC.**

**INSURANCE • REINSURANCE**

TELEPHONE 617 424-1600  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**Insurance Cover Note—No. : SD9021(C)/DRA0079**  
**Renewal Of: SD8024(C)/DRA0070**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

**ASSURED:** Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

**RISKS OR HAZARDS COVERED:** Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

**AMOUNTS OR LIMITS INSURED:** \$20,000,000 as indicated above but only to pay the excess of:  
1. \$80,500,000 Umbrella Coverage which in turn is in excess of:  
2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

**PERIOD:** FROM: April 1, 1994 TO: April 1, 1995  
Both Days 12:01 A.M. Standard Time  
**PREMIUM:** \$ 48,400 (For 100% of Cover)  
\$ 26,620 (For 55% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 19 84

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

**MONS 158763**

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**MONS 158764**

**ENDORSEMENT**Endorsement No. 2  
April 1, 1984**INSURED:****MONSANTO COMPANY, ET AL**  
100% of 55%

It is understood and agreed that ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
Sovereign Marine & General Insurance Company, Ltd.	27.2727%
New Hampshire Insurance Company	31.8182%
British National Life Insurance Society, Ltd.	6.3636%
Ancon Insurance Company (UK) Ltd.	2.7273%
Zurich International Limited	18.1818%
Sovereign Marine & General Insurance Company, Ltd.	9.0909%
Sovereign Marine & General Insurance Company, Ltd.	4.5454%
	<u>100.0000%</u>

U. S. FEDERAL EXCISE TAX \$ 193.60  
The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD9021(C)/URA0079 of the

**VARIOUS COMPANIES****THOMAS E. SEARS, INC.****BY:**

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 158765**

MONSANTO COMPANY, ET AL

**ENDORSEMENT**

Endorsement No. 1  
April 1, 1984

FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

CONFIDENTIAL

All other policy conditions remain unchanged.

Attached to and forming part of ..... SD9021(C)/URA0079 ..... of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, INC.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

MONS 158766

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**ORIGINAL**

**PSAC Policy**

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**In consideration** of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have herunto subscribed their Names ("the Insurers")

**The Insurers hereby severally agree** each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

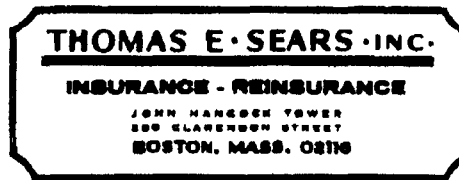
Signed:.....  
Policy Signing Manager

Policy Department  
Seal

Date as in the Schedule.

**MONS 158767**

PSAC POL. 1 (S.F.B.)



**MONS 158768**

## SCHEDULE

Policy No.	551	URA0079
Name and Address of the Insured/ <del>Monsanto</del>	Monsanto Company and Others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$13,309.97	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:	As per wording attached hereto which shall be taken and read as forming an integral part hereof.  Wherever in the attached wording/clauses the words "Underwriters", "Assured" and "Assured's" appear the words "Insurers", "Insured" and "Insured's" shall be substituted therefor and read in lieu thereof.	
HERETO: 49.9999% part of 100% of U.S.\$11,000,000 of the amount(s) of Insurance stated herein.		

DATED in LONDON 19th May, 1986

BJMB/pw

L1 036 Rev 9/82

MONS 158769

Percentages signed hereunder are percentages of U.S.\$11,000,000 of the amount(s) of Insurance stated herein

MONS 158770

and a subsidiary, associated with other companies in which the Committee controls, owns or has direct or indirect control of such property need to have been approved by the company. (Hereinafter called the "Named Assured").

## 1. COVERAGE - - -

(a) imposed upon the Assured by law,  
or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

## 11. LIMIT OF LIABILITY -

5 (as stated in Item 4  
of the Declarations)

in the aggregate for each annual  
period during the currency of this  
Policy, separately in respect of  
Products Liability and in respect of  
Personal Injury (fatal or non-fatal)  
by Occupational Disease sustained  
by any employees of the Assured

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5  
of the Declarations)

ultimate net loss in all in respect of  
each occurrence - subject to a limit  
of

\$ (as stated in Item 6  
of the Declarations)

in the aggregate for each annual  
period during the currency of this  
Policy, separately in respect of  
Products Liability and in respect of  
Personal Injury (fatal or non-fatal)  
by Occupational Disease sustained  
by any employees of the Assured  
~~the aggregate limit in respect of Products Liability~~  
~~the aggregate limit in respect of Personal Injury~~  
~~the aggregate limit in respect of Occupational Disease~~

#### CONDITIONS:

##### 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

##### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

##### 3. CANCELLATION -

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not <sup>sixty(60)</sup> less than ~~thirty(30)~~ days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been

in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0079

**DECLARATIONS:**

- ITEM 1. (a) Named Assured:- Monsanto Company and others as more fully defined in the Underlying Umbrella Policy(ies) identified in Item 2 below.
- (b) Address of Named Assured:-  
800 North Lindbergh Boulevard,  
St. Louis, Missouri 63167.
- ITEM 2. (a) Underlying Umbrella Policies:-  
551/UQA0065, 551/UQA0066, 551/URA0076,  
551/URA0077 and 551/URA0078.
- (b) Underlying Umbrella Insurers:-  
Certain Underwriters at Lloyd's, London and  
various Insurance Companies.
- ITEM 3. Underlying Umbrella Limits  
(Insuring Agreement II):- \$ 80,500,000
- ITEM 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement II):- \$ 80,500,000
- ITEM 5. Limit of Liability  
(Insuring Agreement II):- \$ 20,000,000
- ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement II):- \$ 20,000,000
- ITEM 7. Policy Period:- 1st April, 1984 to 1st April, 1985  
both days at 12.01 a.m. Standard Time.
- ITEM 8. Notice of Occurrence (Condition 4) to:-  
Thomas E. Sears, Inc.,  
John Hancock Tower, 47th Floor,  
200 Clarendon Street, Boston, Massachusetts 02116
- ITEM 9. Service of Process (Condition 6) upon:-  
Peterson, Ross, Schloerb & Seidel,  
Suite 7300, 200 East Randolph Drive,  
Chicago, Illinois 60601.

Attaching to and forming part of Policy No. 551/URA0079

ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause - Liability - Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause - Liability - Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

211085AGC  
dhw26/330

**MONS 158775**

Attaching to and forming part of Policy No.551/URA0079

ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

**JOINT VENTURE CLAUSE**

(THIRD PARTY LIABILITY)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurances have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurances and (b) the limits of any underlying insurances not reduced.

22. 1. 70

1587

All other terms and conditions remain unchanged.

211085AGC  
dhw26/331

**MONS 158776**

Attaching to and forming part of Policy No. 551/URA0079

ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC  
dhw26/334

**MONS 158777**

Attaching to and forming part of Policy No. 551/URA0079

ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC  
dhw26/332

**MONS 158778**

Attaching to and forming part of Policy No. 551/URA0079

ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC  
dhw26/335

MONS 158779

**U.S.A.****NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability).

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

**This policy:**

Under any Liability Coverage, to injury, sickness, disease, death or destruction does not apply —

- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon expiration of its term of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had the policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (c) Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, is sickness incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- (d) Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

**IV As used in the endorsement:**

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, used or held, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) hereof; "nuclear facility" means

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) operating the reactors of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or allowing of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material; With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is not to be construed to limit, restrict, condition or limit the scope of the Policy to which it is attached.

\*NOTE.—As respects policies which afford liability coverages and other forms of coverage in addition, the clause undelineated should be amended to designate the liability coverage to which this clause is inapplicable.

17/3/68

1236

**U.S.A.****RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/68

1477

MONS 158780

# PSAC Policy

551/URA0079

8407250001863



L1 025 Rev 10/81

MONS 150781

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner herein-after provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

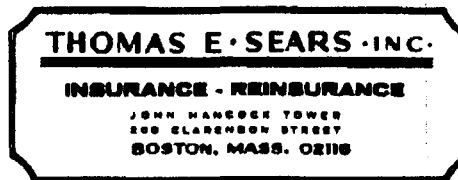
**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed

*R. Brown* 19/8/86  
[Circular Stamp]

Combined Pol. (S.F.B.)

**MONS 158782**



**MONS 158783**

## SCHEDULE

Policy No.	551	URA0079
Name and Address of the Insured/Assured	Monsanto Company and Others as more fully set forth in the Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$8,470.03	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:  <p style="text-align: center;">Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> U.S.\$ 20,000,000 any one occurrence U.S.\$ 20,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u> U.S.\$ 80,500,000 any one occurrence U.S.\$ 80,500,000 in the aggregate annually in respect of Products Liability U.S.\$ 80,500,000 in the aggregate annually in respect of Occupational Disease.		
HERETO:	31.8183%	part of 100% of U.S.\$11,000,000 of the amount(s) of Insurance stated herein.

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0079 issued by The Policy Signing and Accounting Centre Limited covering the identical subject matter and risk.

MONS 158784

POLICY NO. URA0079

Proportion	Company	Company Reference
31.8183%	NEW HAMPSHIRE INSURANCE COMPANY (LONDON)	17958/028
31.8183%		



**MONS 158785**

# **Companies Combined Policy**

551/UTAO079

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 029 Rev 10/82

**MONS 158786**

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner herein-after provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

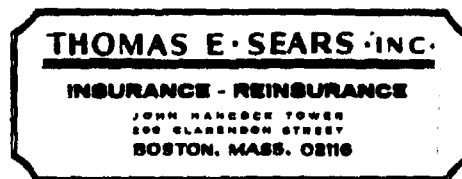
Signed

*E.H. Adams 12.8.84.*

ZURICH INTERNATIONAL

Combined Pol. (S.F.B.)

MONS 158787



**MONS 158788**

## SCHEDULE

Policy No.	551	:	URAO079
Name and Address of the Insured/ <del>Assured</del>	Monsanto Company and Others as more fully set forth in the Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.		
Premium	:	U.S.\$4,840.00	
<b>Period of Insurance</b> From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.			
<b>Risk and Sum Insured hereunder:</b>  <p style="text-align: center;">Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> U.S.\$ 20,000,000 any one occurrence U.S.\$ 20,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 20,000,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u> U.S.\$ 80,500,000 any one occurrence U.S.\$ 80,500,000 in the aggregate annually in respect of Products Liability U.S.\$ 80,500,000 in the aggregate annually in respect of Occupational Disease.			
HERETO: 18.1818% part of 100% of U.S.\$11,000,000 of the amount(s) of Insurance stated herein.			

BJMB/pv

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URAO079 issued by The Policy Signing and Accounting Centre Limited covering the identical subject matter and risk.

MONS 158789

POLICY NO. URA0079		
Proportion	Company	Company Reference
18.1818% ----- 18.1818% -----	ZURICH INTERNATIONAL LIMITED	Z187057784C

**MONS 158790**

# **Companies Combined Policy**

**551/UTAA0079**

**The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.**

**In all communications the Policy Number appearing in line one of the Schedule should be quoted.**

**L1 039 Rev 10/82**

**MONS 158792**

U.S.A.

**4% TAX CLAUSE**

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

**MONS 158791**

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 877-341-1501  
TELEX NUMBER 54-635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note—No. : SD9022(C)/UPA0080  
Renewal Of: SD9025(C)/UPA0071

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$42,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$42,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$42,000,000 as indicated above but only to pay the excess of:  
1. \$100,500,000 Umbrella Coverage which in turn is in excess of:  
2. (a) Underlying Insurance as set forth in Cover Note No. SD9019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1984 TO: April 1, 1985  
Both Days 12:01 A.M. Standard Time  
PREMIUM: \$ 78,750 (For 100% of Cover)  
\$ 16,275 (For 21.4296% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 1984

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158808

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158809

**ENDORSEMENT**

Endorsement No. .... 2  
 April 1, 1984

**INSURED:**

**MONSANTO COMPANY, ET AL**  
**100% of 21.4286%**

It is understood and agreed that ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
CNA Reinsurance of London, Ltd.	17.2043%
British National Life Insurance Society, Ltd.	10.7527%
Folksam International Insurance Co., Ltd.	4.3011%
Royale Belge Incendie-Reassurance, Societe Anonyme	17.2043%
Walbrook Insurance Company, Ltd.	40.0789%)
El Paso Insurance Company, Ltd.	13.3255%)
Dart and Kraft Insurance Company, Ltd.	25.9824%) 10.9410%
Louisville Insurance Company, Ltd.	11.7924%)
Ludgate Insurance Company, Ltd.	7.9590%)
Mutual Reinsurance Company, Ltd.	67.1053%)
Compagnie Europeenne d'Assurances Industrielles, S.A.	1.9613%) 32.8047%)
Sovereign Marine & General Insurance Co., Ltd.	16.1290%
Zurich International Limited	21.5054%
	<u>100.0000%</u>

U. S. FEDERAL EXCISE TAX \$ 274.56  
 The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

**4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... of the

SD9022(C)/1000000  
 VARIOUS COMPANIES  
 THOMAS E. SEARS, INC.  
 BY:

THOMAS E. SEARS, Inc.  
 John Hancock Tower  
 200 Clarendon Street  
 Boston, Mass. 02116

**MONS 158810**

**MONSANTO COMPANY, ET AL  
ENDORSEMENT**

Endorsement No. \_\_\_\_\_  
April 1, 1984

**FOLLOWING FORM RIDFR**

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of .....SD9022(C)/URA0080..... of the  
.....UNDERWRITERS AT LLOYD'S-OF LONDON  
.....THOMAS E. SPAPS, INC.  
.....BY:.....

THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
200 CLARENDON STREET  
BOSTON MASS 02116

**MONS 158811**

CONFIDENTIAL

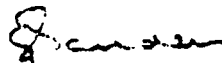
## PSAC Policy

**In consideration** of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

**The Insurers hereby severally agree** each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

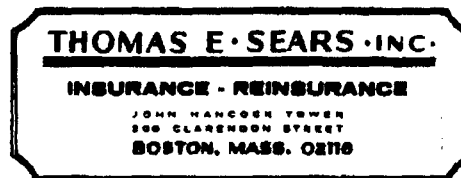
If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed:   
Policy Signing Manager

Policy Department  
Seal

Date as in the Schedule.



**MONS 158813**

## SCHEDULE

Policy No.	551	URA0080
Name and Address of the Insured/ <del>Assured</del>	Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$7,439.51	
Period of Insurance	- From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:  <p style="text-align: center;">Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> U.S.\$ 42,000,000 any one occurrence U.S.\$ 42,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 42,000,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u> U.S.\$100,500,000 any one occurrence U.S.\$100,500,000 in the aggregate annually in respect of Products Liability U.S.\$100,500,000 in the aggregate annually in respect of Occupational Disease.		
HERETO:	44.0860% part of 100% of U.S.\$9,000,000 of the amount(s) of Insurance stated herein	

Dated in London 20th May, 1986

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0080 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158814

L1111-PL-0002

POLICY NO. URS0080

Percentages signed hereunder are percentages of U.S.\$9,000,000 of the amount(s) of Insurance stated herein.

Proportion	Company	Company Reference	
17.2043%	CNA REINSURANCE OF LONDON LIMITED	C4009	H352599
16.1290%	SOVEREIGN MARINE & GENERAL INSURANCE COMPANY LIMITED. (NO 12 ACCOUNT) PER WILLIS FABER (UNDERWRITING MANAGEMENT) LIMITED	S0099	B06S01 S717884
10.7527%	BRITISH NATIONAL INSURANCE COMPANY LTD	B3002	02558808849 N-R
44.0860%			

MONS 158815

# PSAC Policy

551/URA0080

L1 025 Rev 10/81

8407240010388

MONS 158816

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# ORIGINAL

## Companies Collective Policy

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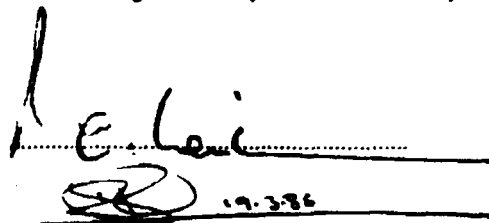
**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree**, each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed: \_\_\_\_\_

  
19.3.86

MANAGING DIRECTOR  
H. S. WEAVERS (UNDERWRITING) AGENCIES LTD.

Collective Pol. (S.F.B.)

MONS 158817





POLICY NO. URA0080

Percentages signed hereunder are percentages of 100% of \$9,000,000 of the Limit.

Proportion	Company	Company Reference
10.9419%	40.9788% WALBROOK INSURANCE COMPANY LIMITED 13.3255% EL PASO INSURANCE COMPANY LIMITED 25.9434% DART AND KRAFT INSURANCE COMPANY LIMITED 11.7924% LOUISVILLE INSURANCE COMPANY LIMITED 7.9599% LUDGATE INSURANCE COMPANY LIMITED PER H S WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45688
1.9613%	67.1053% MUTUAL REINSURANCE COMPANY LIMITED 32.8947% COMPAGNIE EUROPEENNE D'ASSURANCES INDUSTRIELLES S.A. PER H.S. WEAVERS (UNDERWRITING) AGENCIES LIMITED	84L03G45688
4.3011%	FOLKSAM INTERNATIONAL INSURANCE COMPANY (UK) LIMITED	C00031/84 21 B5
17.2043%		

MONS 158820

EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof

~~and/or subsidiary members of the Named Assured or named or controlled companies  
as specified in the Declarations and/or in the Underlying Policies (hereinafter called the "Named Assured").~~

INSURING AGREEMENTS:

I. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability:-

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbrella Insurers").

II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

\$ (as stated in Item 3  
of the Declarations)

ultimate net loss in respect of each  
occurrence, but

\$ (as stated in Item 4  
of the Declarations)

in the aggregate for each annual  
period during the currency of this  
Policy, separately in respect of  
Products Liability and in respect of  
Personal Injury (fatal or non-fatal)  
by Occupational Disease sustained  
by any employees of the Assured ~~and/or~~  
~~any subsidiary members of the Assured~~  
~~any controlled companies~~  
~~any other persons or companies~~

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5  
of the Declarations)

ultimate net loss in all in respect of  
each occurrence - subject to a limit  
of

\$ (as stated in Item 6  
of the Declarations)

in the aggregate for each annual  
period during the currency of this  
Policy, separately in respect of  
Products Liability and in respect of  
Personal Injury (fatal or non-fatal)  
by Occupational Disease sustained  
by any employees of the Assured ~~and~~  
~~the aggregate limit in the Underlying~~  
~~Underlying Policies.~~

LA

CONDITIONS:

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

3. CANCELLATION -

sixty (60)

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than ~~thirty~~ <sup>sixty</sup> days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been

in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

#### 4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

(U)A

#### 5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

#### 6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0080

DECLARATIONS:

- ITEM 1. (a) Named Assured:- Monsanto Company and others as more fully defined  
in the Underlying Umbrella Policy(ies) identified  
(b) Address of Named Assured:- in Item 2 below.

800 North Lindbergh Boulevard,  
St. Louis, Missouri 63167.

- ITEM 2. (c) Underlying Umbrella Policies:-  
551/UQA0065, 551/UQA0066, 551/URA0076, 551/URA0077  
551/URA0078 and 551/URA0079.  
(b) Underlying Umbrella Insurers:-

Certain Underwriters at Lloyd's, London and  
various Insurance Companies.

UJA

- ITEM 3. Underlying Umbrella Limits  
(Insuring Agreement II):- \$ 100,500,000

- ITEM 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement II):- \$ 100,500,000

- ITEM 5. Limit of Liability  
(Insuring Agreement II):- \$ 42,000,000

- ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement II):- \$ 42,000,000

- ITEM 7. Policy Period:- 1st April, 1984 to 1st April, 1985 both days  
at 12.01 a.m. Standard Time.

- ITEM 8. Notice of Occurrence (Condition 4) to:-  
Thomas E. Sears, Inc.,  
John Hancock Tower, 47th Floor,  
200 Clarendon Street, Boston, Massachusetts 02116

- ITEM 9. Service of Process (Condition 6) upon:-  
Peterson, Ross, Schloerb & Seidel,  
Suite 7300, 200 East Randolph Drive,  
Chicago, Illinois 60601.

UJA

Attaching to and forming part of Policy No. 551/URA0080

ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause - Liability - Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause - Liability - Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

060286ACC  
dhw17/105

MONS 158825

Attaching to and forming part of Policy No. 551/URA0080

ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

**JOINT VENTURE CLAUSE**

(THIRD PARTY LIABILITY)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurances have been reduced by clauses having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurances and (b) the limits of any underlying insurances not reduced.

22 1 78

168"

All other terms and conditions remain unchanged.

211085AGC  
dhw17/106

MONS 158826

Attaching to and forming part of Policy No. 551/URA0080

ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/107

**MONS 158827**

Attaching to and forming part of Policy No. 55i/URA0080

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ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/108

**MONS 158828**

Attaching to and forming part of Policy No. 551/URA0080

ADDENDUM NO. 1

0.1A

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/109

MONS 158829

D.S.A.NUCLEAR INCIDENT EXCLUSION CLAUSE -- LIABILITY -- DUCT (BROAD)

For attachment to insurance of the following classifications in the D.S.A. the Territories and Possessions, Puerto Rico and the Canal Zone: --  
 Owners, Landlords and Tenants Liability, Commercial Liability, Elevator Liability, Owners and Constructors (including railroad), Professional Liability, Manufacturers and Constructors Liability, Product Liability, Professional and Malpractice Liability, Sinkerage Liability, George Liability, Automobile Liability (including Massachusetts Motor Vehicle or George Liability), Automobile Liability (including Massachusetts Motor Vehicle or George Liability), may being insurance of the classifications in which the Nuclear Incident Exclusion Clause -- Liability -- Duct (Broad) applies.

This policy:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction with respect to which as insured under the policy is also as insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its limitations upon extension of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;  
 (b) the nuclear material is contained in spent fuel or waste at any time packaged, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or  
 (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the placement, operation, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

## IV.

As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means atomic material, special nuclear material or byproduct material; "atomic material" means nuclear material; "special nuclear material" means the materials given their status in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility located within the boundaries of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

(a) any nuclear reactor;  
 (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;  
 (c) any equipment or device used for the processing, handling or storing of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located exceeds of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) any structure, building, construction, premises or place prepared or used for the storage or disposal of waste, and including the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to sustain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property. It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, conditions, coverages and limitations of the policy to which it is attached.

\* Note:--As respects policies which afford liability coverage and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/68

1286

MONS 158830

U.S.A.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**

*For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.*

*In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.*

1477

JJA

**MONS 158831**

U.S.A.

4% TAX CLAUSE

UJA

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

MONS 158832

## Companies Collective Policy

551/URA0080

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

MONS 158833

L1 026 Rev 9/82

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

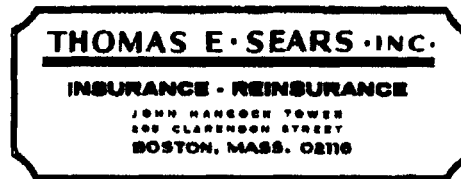
Signed

*CH Ochoa 12.8.76*

ZURICH INTERNATIONAL LTD.

Combined Pol. (S.F.B.)

MONS 158834



**MONS 158835**

## SCHEDULE

Policy No.	551	URA0080
Name and Address of the Insured/ <del>Insured</del>	Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$3,629.04	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder	<p>Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> <p>U.S.\$ 42,000,000 any one occurrence</p> <p>U.S.\$ 42,000,000 in the aggregate annually in respect of Products Liability</p> <p>U.S.\$ 42,000,000 in the aggregate annually in respect of Occupational Disease</p> <p><u>Only to pay the excess of:</u></p> <p>U.S.\$100,500,000 any one occurrence</p> <p>U.S.\$100,500,000 in the aggregate annually in respect of Products Liability</p> <p>U.S.\$100,500,000 in the aggregate annually in respect of Occupational Disease.</p> <p>HERETO: 21.5054% part of 100% of U.S.\$9,000,000 of the amount(s) of Insurance stated herein</p>	

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0080 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.

MONS 158836

POLICY NO. URA0080

Proportion	Company	Company Reference
21.5054%	ZURICH INTERNATIONAL LIMITED	Z1B7057884-0
21.5054%		

MONS 158837

U.S.A.

**4% TAX CLAUSE**

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

**MONS 158838**

# Companies Combined Policy

551/URA0080

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 029 Rev 10/82

MONS 158839

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# ORIGINAL

## Companies Combined Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner herein-after provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

**ROYALE BELGE**  
S.A. d'Assurances  
Par Obligation

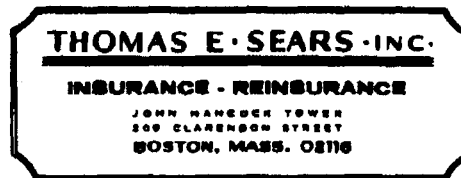
Signed .....

11 NOV 1986

O REF 1250 223

Combined Pol. (S.F.B.)

MONS 158840



**MONS 158841**

## SCHEDULE

Policy No.	551	URA0080
Name and Address of the Insured/ <del>Assured</del>	Monsanto Company and Others as more fully set forth in the Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$2,903.22	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:  <p style="text-align: center;">Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> U.S.\$ 42,000,000 any one occurrence U.S.\$ 42,000,000 in the aggregate annually in respect of Products Liability U.S.\$ 42,000,000 in the aggregate annually in respect of Occupational Disease  <u>Only to pay the excess of:</u> U.S.\$100,500,000 any one occurrence U.S.\$100,500,000 in the aggregate annually in respect of Products Liability U.S.\$100,500,000 in the aggregate annually in respect of Occupational Disease.		
HERETO: 17.2043% part of 100% of U.S.\$9,000,000 of the amount(s) of Insurance stated herein		

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0080 issued by H.S. Weavers (Underwriting) Agencies Limited covering the identical subject matter and risk.



MONS 158842

L1113 Rev 1/82

POLICY NO. URA0080

Proportion	Company	Company Reference
17.2043%	ROYAL BELGE I.R. S.A. D'ASSURANCES Per THILLY REINSURANCE SERVICES S.A.	T&R ROYAL BL
17.2043%	ROYALE BELGE S.A. d'Assurances <i>Part Délégation</i> 11 AOUT 1986 O R F 1230 228	

MONS 158843

U.S.A.

**4% TAX CLAUSE**

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.



MONS 158844

# **Companies Combined Policy**

551/URAO080

**The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.**

**In all communications the Policy Number appearing in line one of the Schedule should be quoted.**

LI 029 Rev 10/82

**MONS 158845**

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617-464-1600  
TELEX NUMBER 94-0635

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note—No. : SD9023(L)/UQA0081  
Renewal Of: SD8026(L)/UQA0072

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:  
Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$107,500,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$107,500,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$107,500,000 as indicated above but only to pay the excess of:  
1. \$142,500,000 Umbrella Coverage which in turn is in excess of:  
2. (a) Underlying Insurance as set forth in Cover Note No. SDR019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1984 TO: April 1, 1985  
Both Days 12:01 A.M. Premium Time  
\$134,375 (For 100% of Cover)  
\$ 5,625 (For 4.1860%)

Subject to the conditions on the reverse side of this document and further subject to the following if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 1984

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or if any occurrence which may result in loss covered by the insurance.)

MONS 158909

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEHDES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158910

## ENDORSEMENT

Endorsement No. .... 2 .....  
April 1, 1984

**INSURED:**

**MONSANTO COMPANY, ET AL**

It is understood and agreed that ..... 10.4478% of 4.1860% ..... % of the Insurance described  
in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these  
Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of ..... 6D9023(L)/URA0001 ..... of the  
..... UNDERWRITERS AT LLOYD'S OF LONDON  
..... THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

**MONS 158911**

**MONSANTO COMPANY, ET AL  
ENDORSEMENT**

Endorsement No. 1  
**April 1, 1984**

**FOLLOWING FORM RIDER**

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of SD9023(L)/URA0081 of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN MANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158912**

# THOMAS E. SEARS, INC.

INSURANCE • REINSURANCE

TELEPHONE 617 452-1400  
TELEX NUMBER 94-0835

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

Insurance Cover Note — No. : SD4023(C)/URAN0081  
Renewal Of: SDR026(C)/UNAN0072

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al  
800 North Lindbergh Boulevard  
St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$107,500,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$107,500,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$107,500,000 as indicated above but only to pay the excess of:  
1. \$142,500,000 Umbrella Coverage which in turn is in excess of:  
2. (a) Underlying Insurance as set forth in Cover Note No. SDR019 or  
(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1984 TO: April 1, 1985  
Both Days 12:01 A.M. Standard Time  
PREMIUM: \$134,375 (For 100% of Cover)  
\$ 5,625 (For 4.1860% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 10th day of July 1984

THOMAS E. SEARS, INC.

By \_\_\_\_\_  
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 158913

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEADES & MOUNT  
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

, and  
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 158914

## ENDORSEMENT

Endorsement No. 2

April 1, 1984

**INSURED:**

MONSANTO COMPANY, PT. A.  
89.5522% OF 4.1860%

It is understood and agreed that ..... % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
Tureaum Insurance Company	14.9253%
British National Life Insurance Society, Ltd.	14.9253%
Zurich International Company	59.7016%
	<u>89.5522%</u>

U. S. FEDERAL EXCISE TAX \$ 167.92  
The premium hereon is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1984, or any amendments thereto.

### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ..... SD9023(C)/URA0081 ..... of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

RY:

THOMAS E. SEARS, Inc.  
John Hancock Tower  
200 Clarendon Street  
Boston, Mass. 02116

MONS 158915

**MONSANTO COMPANY, ET AL**  
**ENDORSEMENT**

Endorsement No. 1  
April 1, 1984

**FOLLOWING FORM RIDER**

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.

Attached to and forming part of ..... ED9023(C)/URA0084 ..... of the  
UNDERWRITERS AT LLOYD'S OF LONDON  
..... THOMAS E. SEARS, INC.  
BY: .....

THOMAS E. SEARS, Inc.  
JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 158916**

J (A) (FORM)



ORIGINAL

## Lloyd's Policy

**Whereas** the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have heretofore subscribed their Names (hereinafter called "the Underwriters"),

**Now We the Underwriters** hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**Now know Ye** that we the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

**In Witness** whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

LLOYD'S POLICY SIGNING OFFICE.

GENERAL MANAGER.

For Embossment by  
Lloyd's Policy  
Signing Office

L1 027

SPBP 2002 (11.4.74) Rev. 11/79

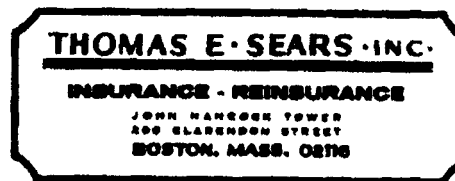
MONS 158917

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The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:



**MONS 158918**

## SCHEDULE

Policy No.	551	URA0081
Name and Address of the <del>Insured</del> /Assured	Monsanto Company and Others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S.\$587.69	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:	As per wording attached hereto which shall be taken and read as forming an integral part hereof.	
HERETO: 10.4478%	part of 100% of U.S.\$4 500,000 of the amount(s) of Insurance stated herein.	

DATED in LONDON 20th May, 1986

BJM/pw

L1 036 Rev 9/82

MONS 158919

EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof

~~and the liability for the excess of the limit of the Underlying Umbrella Policies shall be the responsibility of the Named Assured and the Underwriting Insurers shall not be liable for the excess of the limit of the Underlying Umbrella Policies~~  
(Hereinafter called the "Named Assured").

INSURING AGREEMENTS:

I. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability:-

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbrella Insurers").

II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

\$ (as stated in Item 3 of the Declarations)	ultimate net loss in respect of each occurrence, but
---	---

\$ (as stated in Item 4 of the Declarations)	in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the Assured <del>and</del> <del>the aggregate limit of liability for Products Liability and Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the Assured shall be the sum of the aggregate limit of liability for Products Liability and the aggregate limit of liability for Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the Assured</del>
---	---

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5  
of the Declarations)

ultimate net loss in all in respect of  
each occurrence - subject to a limit  
of

\$ (as stated in Item 6  
of the Declarations)

In the aggregate for each annual  
period during the currency of this  
Policy, separately in respect of  
Products Liability and in respect of  
Personal Injury (fetal or non-fetal)  
by Occupational Disease sustained  
by any employees of the Assured ~~and~~  
~~the aggregate limit for Products Liability shall be~~  
~~the aggregate limit for Personal Injury shall be~~  
~~the aggregate limit for Occupational Disease shall be~~

#### CONDITIONS:

##### 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

##### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

##### 3. CANCELLATION -

\*sixty(60)

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than ~~sixty(60)~~ days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been

L.P.O. 333A (12/76)

Page 2 of 4

MONS 158921

in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

#### 4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

#### 5. OTHER INSURANCE -

If other valid and collectible insurances with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurances that is specifically stated to be excess of this Policy, the insurances afforded by this Policy shall be in excess of and shall not contribute with such other insurances. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurances.

#### 6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Policy of insurances, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

L.P.O. 355A (12/76)

page 3 of 4

MONS 158922

ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0081

**DECLARATIONS:**

- ITEM 1. (a) Named Assured:- Monsanto Company and others as more fully define  
in the Underlying Umbrella Policy(ies) identify  
(b) Address of Named Assured:- in Item 2 below.  
800 North Lindbergh Boulevard,  
St. Louis, Missouri 63167.
- ITEM 2. (a) Underlying Umbrella Policies:-  
551/UGA0068, 551/UGA0068, 551/URA0076,  
551/URA0077, 551/URA0078, 551/URA0079 and  
(b) Underlying Umbrella Insurers:- 551/URA0080.  
Certain Underwriters at Lloyd's, London and  
various Insurance Companies.
- ITEM 3. Underlying Umbrella Limits  
(Insuring Agreement II):- \$142,500,000
- ITEM 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement II):- \$142,500,000
- ITEM 5. Limit of Liability  
(Insuring Agreement II):- \$107,500,000
- ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement II):- \$107,500,000
- ITEM 7. Policy Period:- 1st April, 1984 to 1st April, 1985 both days  
at 12.01 a.m. Standard Time.
- ITEM 8. Notice of Occurrence (Condition 4) to:-  
Thomas E. Sears Inc.,  
John Hancock Tower, 47th Floor,  
200 Clarendon Street, Boston, Massachusetts 0211
- ITEM 9. Service of Process (Condition 6) upon:-  
Peterson, Moss, Schloerb & Seidel,  
Suite 7300, 200 East Randolph Drive,  
Chicago, Illinois 60601.

L.P.O. 355A (12/76)

Page 1 of 1

**MONS 158923**

Attaching to and forming part of Policy No. 551/URA0081

ADDENDUM NO.5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause - Liability - Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause - Liability - Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

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dhw17/100

MONS 158924

Attaching to and forming part of Policy No.551/URA0081

xx.

ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

**JOINT VENTURE CLAUSE**

(THIRD PARTY LIABILITY)

(Approved by Lloyd's Underwriters' Non-Marine Association)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurances have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurances and (b) the limits of any underlying insurances not reduced.

22/1/78

N.M.A. 1687

All other terms and conditions remain unchanged.

211085AGC  
dhw17/101

MONS 158925

Attaching to and forming part of Policy No. 551/URA0081

ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/102

MONS 158926

Attaching to and forming part of Policy No. 551/URA0081

ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/103

MONS 158927

Attaching to and forming part of Policy No. 551/URA0081

ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/104

MONS 158928

**U.S.A.****NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurance of the following classifications in the U.S.A., in Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Lessees and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Carriers (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Sorensbergers Liability, Garage Liability, Automobile Liability (including Motorists Motor Vehicle or Garage Liability).

not being insurance of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

**Exclusions**

See the policy:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) such claims as result from claims under the policy in this section under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Nuclear Energy Liability Underwriters or Nuclear Insurance Association of Canada, or issued by an insurer under any such policy but for its termination upon occurrence of its kind of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to implement financial provisions pursuant to the Atomic Energy Act of 1954, or any law supplementary thereto, or (2) the material is, or had this policy was last issued would be, located in a territory from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to sickness, disease or medical relief, to sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the occurrence of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in some fuel or waste at any time contained, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the design, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, the exclusion (a) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
 

"hazardous properties" include radioactive, toxic or explosive substances; "nuclear material" means spent nuclear material, spent nuclear material or byproduct material; "source material", "radioactive material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law supplementary thereto; "some fuel" means any fuel element or fuel components, solid or liquid, when the fuel is or is intended to be used in a nuclear reactor; "waste" means any waste resulting (1) from the byproduct material and (2) resulting from the occurrence of any person or organization of any nuclear facility situated within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

  - (a) any nuclear reactor;
  - (b) any component or device designed or used for (1) increasing the quantity of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or separating waste;
  - (c) any component or device used for the processing, fabricating or storing of spent nuclear material if in any case the total amount of such material in the custody of the insured in the premises where such equipment or device is located exceeds or exceeds more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any refinery, tank, still, or vessel, or other structure or vessel for the storage or disposal of waste.

and includes the use to which any of the foregoing is placed, all components contained on such use and all systems used for such operations; "nuclear reactor" means any structure designed or used to initiate nuclear energy fusion in a self-sustaining chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is to have the same effect, intention and interpretation as the policy to which it is attached.

NOTE:—As various policies which afford liability coverage and other forms of coverage in addition, the word "coverage" should be amended to designate the liability coverage to which this clause is to apply.

17/3/66

N.M.A. 1286

**U.S.A.****RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT**

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurance of/for the following categories coverage:

In relation to liability arising outside the U.S.A., in Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from emitting radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

12/2/64

N.M.A. 9477

MONS 158929

**NMA LINES CLAUSE**

For attachment to Insurances where Lloyd's Underwriters' subscription is less than 100%.

\* 10.4478% of U.S.\$4,500,000

**THIS INSURANCE**, being signed for .....%, insures **ONLY ITS PRO RATA PROPORTION** of

- i) any loss as more fully specified herein, whether total or partial, and
- ii) associated costs, if any, as more fully specified herein.

The percentages signed in the Table are percentages of the amount(s) of Insurance stated herein.

U.S.\$4,500,000 of

N.M.A. 1992 Form approved by Lloyd's Underwriters' Non-Marine Association. Printed by The Canton Berry Co. Ltd

**MONS 158930**

Definitive Numbers of the Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of these Syndicates.

FOR LPSO USE ONLY CP033R 0508 1490		BROKER 551	LPSO NO. & DATE 62748 25 7/84	
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF		PAGE 1
PERCENT 10.4478	263	DXF5176X1057		
THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1984/ 7				
TOTAL LINE 10.4478		NO OF SYND 1	FOR LPSO USE ONLY US81 263	



MONS 158931

# Lloyd's Policy

551/URA0081



Lloyd's, London

**MONS 158932**

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CONFIDENTIAL

## PSAC Policy

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**In consideration** of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

**The Insurers hereby severally agree** each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed:   
Policy Signing Manager

Policy Department  
Seal

Date as in the Schedule.

MONS 158933

PSAC POL. 1 (S.F.B.)



**MONS 158934**

## SCHEDULE

Policy No.	551	URAO081
Name and Address of the Insured/ <del>Assured</del>	Monsanto Company and Others as more fully set forth in Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium		
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:	<p>Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> <p>U.S.\$107,500,000 any one occurrence          U.S.\$107,500,000 in the aggregate annually in respect of Products Liability          U.S.\$107,500,000 in the aggregate annually in respect of Occupational Disease</p> <p><u>Only to pay the excess of:</u></p> <p>U.S.\$142,500,000 any one occurrence          U.S.\$142,500,000 in the aggregate annually in respect of Products Liability          U.S.\$142,500,000 in the aggregate annually in respect of Occupational Disease.</p> <p>HERETO: part of 100% of U.S.\$4,500,000 of the amount(s) of Insurance stated herein.</p>	

Dated in London 20th May, 1986

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URAO081.  
 issued by Turegum Insurance Company  
 covering the identical subject matter and risk.

MONS 158935

L1 113 Rev 9/82

POLICY NO. URA0081

Percentages signed hereunder are percentages of U.S.\$4,500,000 of the amount(s) of Insurance stated herein.

Proportion	Company	Company Reference
14.9253%	BRITISH NATIONAL INSURANCE COMPANY LTD	B3002 02718908843 N-R
14.9253%		

MONS 158936

# PSAC Policy

551/URA0081

8407250003679

L1 023 Rev 10/81

MONS 158937

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ORIGINAL

## Companies Collective Policy

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree**, each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

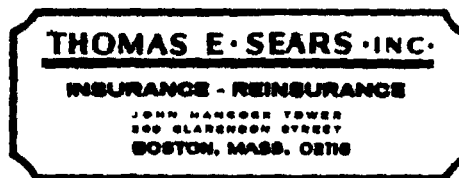
If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed: *H. i. T. J. ...* *TUESDAY* *...*

Collective Pol. (S.F.B.)

MONS 158938



**MONS 158939**

## SCHEDULE

Policy No.	551	URAO081
Name and Address of the Insured/Assured	Monsanto Company and Others as more fully set forth in the wording attached hereto, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S. \$839.55	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:	<p>As per wording attached hereto which shall be taken and read as forming an integral part hereof.</p> <p>Wherever in the attached wording/clauses the words "Underwriters", "Assured" and "Assured's" appear the words "Insurers", "Insured" and "Insured's" shall be substituted therefor and read in lieu thereof.</p>	
HERETO:	14.9253X	part of 100% of U.S. \$4,500,000 of the amount(s) of Insurance stated herein.

DATED in LONDON 20th May, 1986

BJM/pw

MONS 158940

POLICY NO. URA0081

Percentages signed hereunder are percentages of U.S.\$4,500,000 of the amount(s) of Insurance stated herein.

Proportion	Company	Company Reference
14.9253% ----- 14.9253% -----	TUREGUM INSURANCE COMPANY	679468387

MONS 158941

EXCESS UMBRELLA POLICY (LONDON 1977)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof

~~and the Named Assured shall be deemed to have accepted the terms and conditions of this policy and the terms and conditions of the Underlying Umbrella Policies and the terms and conditions of the Underlying Umbrella Policies and the terms and conditions of the Underlying Umbrella Policies~~  
(Hereinafter called the "Named Assured").

INSURING AGREEMENTS:

I. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liabilities:-

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbrella Insurers").

II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

- |  |  |
|--|--|
| \$ (as stated in Item 3 of the Declarations) | ultimate net loss in respect of each occurrence, but   |
| \$ (as stated in Item 4 of the Declarations) | in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured <del>and the Named Assured and any officer, director, stockholder, partner or employee of the Named Assured</del> |

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5  
of the Declarations)

ultimate net loss in all in respect of  
each occurrence - subject to a limit  
of

\$ (as stated in Item 6  
of the Declarations)

in the aggregate for each annual  
period during the currency of this  
Policy, separately in respect of  
Products Liability and in respect of  
Personal Injury (fatal or non-fatal)  
by Occupational Diseases sustained  
by any employees of the Assured ~~and~~  
~~including any subcontractors, independent~~  
~~contractors, consultants, agents, brokers,~~  
~~and any other persons or entities~~

#### CONDITIONS:

##### 1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

##### 2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limit of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

##### 3. CANCELLATION -

\*sixty(60)

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other, any stating when, not less than ~~sixty(60)~~ days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been

L.P.O. 355A (12/76)

Page 2 of 4

MONS 158943

in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

#### 4. NOTICE OF OCCURENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

#### 5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

#### 6. SERVICE OF SUIT CLAUSE -

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practices of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 9 of the Declarations, and that in any suit instituted against any one of them upon this Policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 9 are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision herefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorneys upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

L.P.O. 355A (12/76)

Page 3 of 4

MONS 158944

ATTACHING TO AND FORMING PART OF POLICY No. 551/URA0081

**DECLARATIONS:**

- ITEM 1. (a) Named Assured:- Monsanto Company and others as more fully define  
in the Underlying Umbrella Policy(ies) identified.  
(b) Address of Named Assured:- in Item 2 below.  
800 North Lindbergh Boulevard,  
St. Louis, Missouri 63167.
- ITEM 2. (a) Underlying Umbrella Policies:-  
551/UQA0065, 551/UQA0066, 551/URA0076,  
551/URA0077, 551/URA0078, 551/URA0079 and  
(b) Underlying Umbrella Insurers:- 551/URA0080.  
Certain Underwriters at Lloyd's, London and  
various Insurance Companies.
- ITEM 3. Underlying Umbrella Limits  
(Insuring Agreement II):- \$142,500,000
- ITEM 4. Underlying Umbrella Aggregate Limits  
(Insuring Agreement II):- \$142,500,000
- ITEM 5. Limit of Liability  
(Insuring Agreement II):- \$107,500,000
- ITEM 6. Aggregate Limit of Liability  
(Insuring Agreement II):- \$107,500,000
- ITEM 7. Policy Period:- 1st April, 1984 to 1st April, 1985 both days  
at 12.01 a.m. Standard Time.
- ITEM 8. Notice of Occurrence (Condition 4) to:-  
Thomas E. Sears Inc.,  
John Hancock Tower, 47th Floor,  
200 Clarendon Street, Boston, Massachusetts 02116
- ITEM 9. Service of Process (Condition 6) upon:-  
Peterson, Ross, Schloerb & Seidel,  
Suite 7300, 200 East Randolph Drive,  
Chicago, Illinois 60601.

Attaching to and forming part of Policy No. 551/URA0081

ADDENDUM NO. 5

It is hereby understood and agreed that the following Clauses:

- (1) Nuclear Incident Exclusion Clause - Liability - Direct (Broad)
- (2) Radioactive Contamination Exclusion Clause - Liability - Direct

shall not apply to Workers' Compensation Act Liability, Employers' Liability and Employers' Liability in respect of Occupational Disease.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/100

MONS 158946

Attaching to and forming part of Policy No.551/URA0081

ADDENDUM NO. 4

It is hereby understood and agreed that all occurrences resulting from operations where the Assured has less than 100% interest, unless otherwise specifically stated to the contrary in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy, shall be subject to the following Joint Venture Clause:

**JOINT VENTURE CLAUSE**

(THIRD PARTY LIABILITY)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as regards any liability of the Assured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Assured has an interest, the liability of Underwriters under this Policy shall be limited to the product of (a) the percentage interest of the Assured in the said Joint Venture and (b) the total limit of liability insurance afforded the Assured by this Policy. Where the percentage interest of the Assured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be excess of the sum of (a) such reduced limits of any underlying insurance(s) and (b) the limits of any underlying insurance(s) not reduced.

22/1/76

1687

All other terms and conditions remain unchanged.

211085AGC  
dhw17/101

MONS 158947

Attaching to and forming part of Policy No. 551/URA0081

ADDENDUM NO. 3

It is hereby understood and agreed that this Policy does not apply to personal injury, bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/102

MONS 158948

Attaching to and forming part of Policy No. 551/URA0081

ADDENDUM NO. 2

It is hereby understood and agreed that this Policy is extended to include "Workers' Compensation Act Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/103

MONS 158949

Attaching to and forming part of Policy No. 551/URA0081

ADDENDUM NO. 1

It is hereby understood and agreed that this Policy is extended to cover "Employee Benefit Liability" as more fully defined in the Underlying Umbrella Policy(ies) as referred to in the wording of this Policy.

Notwithstanding anything stated above to the contrary, it is understood and agreed that the above extension in coverage shall not apply to claims based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and any amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the Underlying Umbrella Limit and the limit hereunder in respect of each occurrence being the limit for any one or all claims brought against the Assured during each annual period.

All other terms and conditions remain unchanged.

211085AGC  
dhw17/104

MONS 158950



U.S.A.

**4% TAX CLAUSE**

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Insured or his agent should take steps to recover the Tax from the U.S. Government.

**MONS 158952**

# Companies Collective Policy

551/URA0081

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 026 Rev 9/82

**MONS 158953**

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**ORIGINAL**

**Companies Combined Policy**

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**In consideration** of the Insured named in the Schedule herein having paid the premium stated in the said Schedule to the Companies named herein who have hereunto subscribed their Names (hereinafter called "the Insurers"),

**The Insurers hereby severally agree** each for the proportion set against its own name, to pay or make good to the Insured or to the Insured's Executors or Administrators or to indemnify him or them against all loss, damage or liability to the extent and in the manner hereinafter provided, such payment to be made after such loss, damage or liability is proved. The due proportion of loss, damage or liability for which each of the Insurers is liable shall be ascertained by reference to its share, as shown herein, of the amount, percentage or proportion of the Sum Insured or other limits as are set forth in the Schedule.

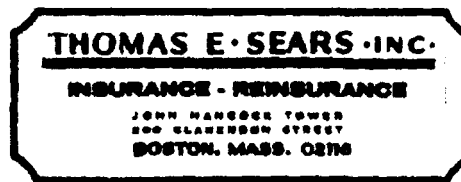
If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

**In witness whereof** I the undersigned, being duly authorised by the Insurers to sign this Policy, have subscribed my name on their behalf.

Signed *E.H. O'Brien 12.1.86*  
ZURICH INTERNATIONAL LTD.

Combined Pol. (S.F.B.)

MONS 158954



**MONS 158955**

## SCHEDULE

Policy No.	551	URA0081
Name and Address of the Insured/ <del>Assured</del>	Monsanto Company and Others as more fully set forth in Companies Warranty Policy, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167.	
Premium	U.S. \$3,358.21	
Period of Insurance	From 1st April, 1984 to 1st April, 1985 both days at 12.01 a.m. Standard Time and for such further period or periods as may be mutually agreed upon.	
Risk and Sum Insured hereunder:	<p>Excess Broad Form Liability Insurance.</p> <p><u>Limits:</u></p> <p>U.S.\$107,500,000 any one occurrence          U.S.\$107,500,000 in the aggregate annually in respect of Products Liability          U.S.\$107,500,000 in the aggregate annually in respect of Occupational Disease</p> <p><u>Only to pay the excess of:</u></p> <p>U.S.\$142,500,000 any one occurrence          U.S.\$142,500,000 in the aggregate annually in respect of Products Liability          U.S.\$142,500,000 in the aggregate annually in respect of Occupational Disease.</p> <p>HERE TO: 59.7016% part of 100% of U.S.\$4,500,000 of the amount(s) of Insurance stated herein.</p>	

BJMB/pw

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. 551/URA0081 issued by Turegum Insurance Company covering the identical subject matter and risk.

POLICY NO. URA0081

Proportion	Company	Company Reference
59.7016% ----- 59.7016% -----	ZURICH INTERNATIONAL LIMITED	Z1B7058784C

MONS 158957

U.S.A.

1% TAX CLAUSE (REINSURANCE)

Notice is hereby given that the Reinsurers have agreed to allow for the purpose of paying the Federal Excise Tax 1% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Reinsurers will deduct 1% from the amount of the return and the Reinsured or his agent should take steps to recover the Tax from the U.S. Government.

MONS 158958

# **Companies Combined Policy**

551/URA0081

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

L1 029 Rev 10/82

MONS 158959